

City Council

Agenda

**Tuesday, February 3, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Council requests that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills

B. Approval of Minutes – January 20, 2015

C. Approve Resolution No. 4, Series 2015 – A Resolution Approving Agreements Between the City of Louisville and Dutko Worldwide, LLC DBA Grayling, and the City of Louisville and Boyagian Consulting, LLC to Furnish Lobbyist Services to the US 36 Mayors and Commissioners Coalition

D. Resolution No. 5, Series 2015 – A Resolution Approving a Third Amendment to the Purchase and Sale Agreement Between Louisville Mill Site, LLC and the City of Louisville

E. Approve Option to Extend Investment Management Services Contract with Chandler Asset Management

6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA (Council general comments are scheduled at the end of the Agenda.)

7. CITY MANAGER'S REPORT

Citizen Information

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities planning to attend the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or special transportation, should contact the City Manager's Office at 303.335-4533. A forty-eight-hour notice is requested.

City of Louisville

City Council 749 Main Street Louisville CO 80027
303.335.4533 (phone) 303.335.4550 (fax) www.louisvilleco.gov

8. REGULAR BUSINESS

A. 1245 GRANT LANDMARK AND HISTORIC PRESERVATION GRANT

1. RESOLUTION NO. 6, SERIES 2015 – A RESOLUTION DESIGNATING THE D’AGOSTINO HOUSE LOCATED AT 1245 GRANT AVENUE A HISTORIC LANDMARK

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

2. RESOLUTION NO. 7, SERIES 2015 – A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT FOR WINDOW REPLACEMENT AND FOUNDATION REPAIR AT THE D’AGOSTINO HOUSE LOCATED AT 1245 GRANT AVENUE

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

B. REVIEW AND ENDORSEMENT OF VISION AND PURPOSE FOR PRESERVATION MASTER PLAN

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

C. POLICY ON OPEN SPACE AND PARKS FUND EXPENDITURES AND RESERVE

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments

**D. ORDINANCE NO. 1678, SERIES 2015 – AN ORDINANCE
AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL
CODE TO ALLOW FOOD TRUCKS, FOOD CARTS, AND
MOBILE RETAIL FOOD ESTABLISHMENTS TO OPERATE AT
THE COAL CREEK GOLF COURSE WITHIN A RESIDENTIAL
ZONE DISTRICT – 1st Reading – Set Public Hearing
02/17/2015**

- City Attorney Introduction
- Action

9. CITY ATTORNEY'S REPORT

**10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND
IDENTIFICATION OF FUTURE AGENDA ITEMS**

11. ADJOURNMENT

City of Louisville
Cash Disbursement Edit List

Batch: 89074 Period: 01/15/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
FOR BANK ACCOUNT:		4 FIRST NATIONAL BANK OF COLORAD	Control Disbursement Account				
8163-1	JENNI DUNCAN						
	123114	EXPENSE REPORT 12/18/14	12/31/14	01/30/15	56.00	56.00	
3370-1	PETTY CASH - JILL SIEWERT						
	123114	PETTY CASH LIBRARY	12/31/14	01/30/15	83.87	83.87	
2694-1	RANDY DEWITZ						
	120714	UNIFORMS/BOOTS DEWITZ	12/07/14	01/06/15	180.96	180.96	
55	FIDELITY NATIONAL TITLE						
	U!00000956	14727/324060401: 256 W. CEDAR	01/12/15	01/12/15	69.11	69.11	
55	FIDELITY NATIONAL TITLE						
	U!00000957	17844/253048901: 521 W. HACKBE	01/12/15	01/12/15	72.66	72.66	
55	FIDELITY NATIONAL TITLE						
	U!00000958	18653/462194000: 1940 STEEL ST	01/12/15	01/12/15	106.07	106.07	
11094-1	WESTERN DISPOSAL SERVICES						
	010115CITY	DEC 14 CITY TRASH SERVICE	01/01/15	01/31/15	1,814.85		
	010115CITY	DEC 14 CITY TRASH SERVICE	01/01/15	01/31/15	259.00		
	010115CITY	DEC 14 CITY TRASH SERVICE	01/01/15	01/31/15	155.00		
	010115CITY	DEC 14 CITY TRASH SERVICE	01/01/15	01/31/15	345.00		
	010115CITY	DEC 14 CITY TRASH SERVICE	01/01/15	01/31/15	101.00	2,674.85	
					-----	-----	
	BANK TOTAL PAYMENTS				3,243.52	3,243.52	
					-----	-----	
	GRAND TOTAL PAYMENTS				3,243.52	3,243.52	

City of Louisville
Cash Disbursement Edit List

Batch: 89075 Period: 01/15/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD Control Disbursement Account							
1115-1	COLONIAL INSURANCE						
	0101998	#9711888 JAN 15 EMPLOYEE PREM	01/03/15	02/02/15	80.30	80.30	
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	BANK TOTAL PAYMENTS				80.30	80.30	
					-----	-----	
	GRAND TOTAL PAYMENTS				80.30	80.30	

City of Louisville
Cash Disbursement Edit List

Batch: 89148 Period: 01/22/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
FOR BANK ACCOUNT:		4 FIRST NATIONAL BANK OF COLORAD	Control Disbursement Account				
13994-1	BRYAN CONSTRUCTION INC						
	PP01103114	CITY SERVICES FACILITY	10/31/14	11/30/14	27,904.46		
	PP01103114	CITY SERVICES FACILITY	10/31/14	11/30/14	27,904.45		
	PP01103114	CITY SERVICES FACILITY	10/31/14	11/30/14	27,904.46		
	PP01103114	CITY SERVICES FACILITY	10/31/14	11/30/14	27,904.46		
	PP02113014	CITY SERVICES FACILITY	11/30/14	12/30/14	52,784.67		
	PP02113014	CITY SERVICES FACILITY	11/30/14	12/30/14	52,784.67		
	PP02113014	CITY SERVICES FACILITY	11/30/14	12/30/14	52,784.67		
	PP02113014	CITY SERVICES FACILITY	11/30/14	12/30/14	52,784.66	322,756.50	
11094-1	WESTERN DISPOSAL SERVICES						
	010115RES	DEC 14 RESIDENTIAL TRASH SERV	01/01/15	01/31/15	116,616.17	116,616.17	
3875-1	XCEL ENERGY						
	441185007	DEC 14 GROUP ENERGY	01/09/15	02/08/15	27,719.07		
	441185007	DEC 14 GROUP ENERGY	01/09/15	02/08/15	1,482.26		
	441185007	DEC 14 GROUP ENERGY	01/09/15	02/08/15	11,528.77		
	441185007	DEC 14 GROUP ENERGY	01/09/15	02/08/15	23,142.67		
	441185007	DEC 14 GROUP ENERGY	01/09/15	02/08/15	4,054.72	67,927.49	
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	BANK TOTAL PAYMENTS				507,300.16	507,300.16	
					-----	-----	
	GRAND TOTAL PAYMENTS				507,300.16	507,300.16	

City of Louisville
Cash Disbursement Edit List

Batch: 89149 Period: 01/22/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount	
		FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD		Control Disbursement Account		
13640-1	CHILD SUPPORT ENFORCE OFFICE						
	011615	EMPLOYEE GARNISHMENT PP#02	01/16/15	02/15/15	255.23	255.23	
11298-1	DELTA DENTAL OF COLORADO						
	DELTA0215	#007562-0000 FEB 15 EMPL PREM	01/20/15	02/19/15	13,120.80	13,120.80	
6455-1	KAISER PERMANENTE						
	0016899695	05920-01-16 FEB 15 EMPL PREM	01/07/15	02/06/15	136,289.14	136,289.14	
14002-1	KANSAS PAYMENT CENTER						
	011615	EMPLOYEE GARNISHMENT PP#02	01/16/15	02/15/15	189.07	189.07	
7735-1	LINCOLN FINANCIAL GROUP						
	LIFE0215	000010008469 FEB 15 LIFE/AD&D	02/01/15	03/03/15	5,678.21		
	LTD0215	000010008470 FEB 15 LTD PREM	02/01/15	03/03/15	2,951.49	8,629.70	
7758-1	MICHAEL MILLER						
	012015	COMPUTER LOAN	01/20/15	02/19/15	2,400.00	2,400.00	
55	LAND TITLE						
	U!00000959	4979/326001202: 1371 HECLA DR	01/22/15	01/22/15	227.04	227.04	
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BANK TOTAL PAYMENTS					161,110.98	161,110.98	
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GRAND TOTAL PAYMENTS					161,110.98	161,110.98	

City of Louisville
Cash Disbursement Edit List

Batch: 89227 Period: 02/03/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD Control Disbursement Account						
13547-1	A G WASSENAAR INC					
	246268	GEOTECH SERVICES CSF	01/09/15	02/08/15	480.00	
	246268	GEOTECH SERVICES CSF	01/09/15	02/08/15	480.00	
	246268	GEOTECH SERVICES CSF	01/09/15	02/08/15	480.00	
	246268	GEOTECH SERVICES CSF	01/09/15	02/08/15	480.00	1,920.00
8791-1	ACA DENVER BOILER					
	C642719	HVAC PREVENTIVE MAINT PC	12/12/14	01/11/15	530.00	
	C642720	HVAC PREVENTIVE MAINT CH	12/12/14	01/11/15	505.25	
	C642722	HVAC PREVENTIVE MAINT SWTP	12/12/14	01/11/15	365.50	1,400.75
5369-1	ACCUTEST MOUNTAIN STATES INC					
	DZ-57090	LAB ANALYSIS FEES WWTP	12/16/14	01/15/15	60.00	
	DZ-57961	LAB ANALYSIS FEES WWTP	12/30/14	01/29/15	250.00	
	DZ-58034	LAB ANALYSIS FEES WWTP	12/30/14	01/29/15	169.00	
	DZ-58149	LAB ANALYSIS FEES WWTP	12/30/14	01/29/15	330.00	809.00
1217-1	ALFA LAVAL INC					
	274042331	CENTRIFUGE REPAIR	09/05/14	10/05/14	5,123.58	
	274758726	CENTRIFUGE REPAIR	10/25/14	11/24/14	5,300.12	10,423.70
1006-1	ALL CURRENT ELECTRIC INC					
	3131	SED BASIN ELECTRICAL	11/24/14	12/24/14	1,918.69	1,918.69
12162-1	ANALYTICA GROUP					
	11348AS	WATER SAMPLE TESTING	01/01/15	01/31/15	143.84	
	11348AT	WATER SAMPLE TESTING	01/01/15	01/31/15	146.16	
	11348AU	WATER SAMPLE TESTING	01/01/15	01/31/15	146.16	
	11348AV	WATER SAMPLE TESTING	01/01/15	01/31/15	146.16	582.32
8588-1	BOULDER COUNTY					
	10048	4TH QTR 2014 HMM PROGRAM	12/31/14	01/30/15	13,240.00	13,240.00
13995-1	C+B DESIGN					
	CB601-01	OPEN SPACE/TRAILS WAYFINDING	12/23/14	01/22/15	14,462.50	14,462.50
935-1	CENTENNIAL PRINTING CO					
	56529	65 BUDGET BOOKS	01/15/15	02/14/15	999.00	
	56590	65 SETS BUDGET TABS	01/15/15	02/14/15	355.00	1,354.00
1005-1	CHEMATOX LABORATORY INC					
	15027	DUI BLOOD TESTS	01/03/15	02/02/15	40.00	
	15079	DRUG TESTING	01/10/15	02/09/15	257.50	297.50
4785-1	CINTAS CORPORATION #66					
	66231305	UNIFORM RENTAL WWTP	12/22/14	01/21/15	109.66	
	66231306	UNIFORM RENTAL WTP	12/22/14	01/21/15	115.54	
	66236023	UNIFORM RENTAL WWTP	12/29/14	01/28/15	109.66	
	66236024	UNIFORM RENTAL WTP	12/29/14	01/28/15	456.80	791.66

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Batch: 89227 Period: 02/03/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
9524-1	CITY OF BOULDER					
	39	OVERDRIVE MARC RECORDS	12/31/14	01/30/15	41.00	41.00
11467-1	CLEAR CREEK CONSULTANTS INC					
	1634	COAL CREEK MONITORING	01/02/15	02/01/15	560.00	560.00
13260-1	CLIFTON LARSON ALLEN LLP					
	962005	UTILITY BILLING SERVICES	01/15/15	02/14/15	3,964.83	
	962005	UTILITY BILLING SERVICES	01/15/15	02/14/15	2,552.33	
	962005	UTILITY BILLING SERVICES	01/15/15	02/14/15	565.00	
	962005	UTILITY BILLING SERVICES	01/15/15	02/14/15	847.50	7,929.66
11264-1	COLORADO DEPT OF PUBLIC HEALTH & ENVIRONMENT					
	RU1010750	REUSE PERMIT FEE	12/12/14	01/11/15	2,300.00	2,300.00
1280-1	COLORADO STATE TREASURER					
	012515	132653-00-6-144 UNEMPLOYMENT	01/25/15	02/24/15	5,320.00	
	012515	132653-00-6-144 UNEMPLOYMENT	01/25/15	02/24/15	3,198.53	8,518.53
10842-1	COZY CORNER TOWING					
	68194	TOW UNIT 3424	12/30/14	01/29/15	448.00	448.00
10909-1	CTL THOMPSON INC					
	379164	CONCRETE TESTING	12/31/14	01/30/15	2,250.00	2,250.00
13392-1	DESIGN MECHANICAL INC					
	4058786	HVAC SERVICE RSC	01/12/15	02/11/15	897.54	897.54
13929-1	DHE COMPUTER SYSTEMS LLC					
	0086813-IN	LAPTOP PW ENG	12/31/14	01/30/15	760.00	
	0086813-IN	LAPTOP PW ENG	12/31/14	01/30/15	760.00	1,520.00
9782-1	DREXEL BARRELL AND CO INC					
	14989	DILLON/ST ANDREW SIGNAL DESIGN	01/08/15	02/07/15	6,035.75	6,035.75
14010-1	EARTH SERVICES & ABATEMENT INC					
	1781	ASBESTOS ABATEMENT/BLDG DEMO	01/07/15	02/06/15	47,701.00	47,701.00
10271-1	FOOTHILLS VEGETATION MANAGEMENT INC					
	5260	DAVIDSON MESA SEEDING	11/28/14	12/28/14	2,300.00	2,300.00
6847-1	GENERAL AIR SERVICE & SUPPLY					
	91345733-1	CYLINDER RENTAL SHOPS	12/31/14	01/30/15	74.83	
	91345735-1	CYLINDER RENTAL WWTP	12/31/14	01/30/15	50.18	125.01
11591-1	GROUND ENGINEERING CONSULTANTS INC					
	141290.0-1	CITY SERVICES FACILITY	12/12/14	01/11/15	609.50	
	141290.0-1	CITY SERVICES FACILITY	12/12/14	01/11/15	609.50	
	141290.0-1	CITY SERVICES FACILITY	12/12/14	01/11/15	609.50	
	141290.0-1	CITY SERVICES FACILITY	12/12/14	01/11/15	609.50	
	141290.0-2	CITY SERVICES FACILITY	01/09/15	02/08/15	887.87	
	141290.0-2	CITY SERVICES FACILITY	01/09/15	02/08/15	887.87	
	141290.0-2	CITY SERVICES FACILITY	01/09/15	02/08/15	887.88	

City of Louisville
Cash Disbursement Edit List

Batch: 89227 Period: 02/03/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	141290.0-2	CITY SERVICES FACILITY	01/09/15	02/08/15	887.88	5,989.50
13565-1	HATCH MOTT MACDONALD LLC					
	IN13018	SLUDGE TREATMENT DESIGN	01/16/15	02/15/15	20,501.40	20,501.40
645-1	HUMANE SOCIETY OF BOULDER VALLEY					
	121405	4TH QTR ANIMAL IMPOUND FEES	01/15/15	02/14/15	1,616.50	1,616.50
10772-1	INTEGRATED SAFETY SERVICES LLC					
	14-1686	FIRE EXTINGUISHER INSPECT SWTP	12/19/14	01/18/15	33.20	
	14-1743	FIRE SYSTEM INSPECTION CS	12/19/14	01/18/15	210.00	
	14-1744	FIRE SYSTEM INSPECTION LIB	12/19/14	01/18/15	445.00	
	14-1754	FIRE SYSTEM INSPECTION RSC	12/26/14	01/25/15	280.00	
	14-1755	FIRE SYSTEM INSPECTION PC	12/26/14	01/25/15	210.00	1,178.20
13382-1	LODESTONE DESIGN GROUP					
	1487	MINERS FIELD RESTROOM DESIGN	12/15/14	01/14/15	1,675.00	1,675.00
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT					
	112965	DUI/DUID BLOOD DRAWS	01/15/15	02/14/15	175.00	175.00
11072-18	MERRICK AND COMPANY					
	137418	PAC DESIGN	01/11/15	02/10/15	1,170.00	1,170.00
5	EVA L FOSTER					
	123114	BLOOD DRAW	12/31/14	01/30/15	70.00	70.00
10	WAGNER EQUIPMENT					
	P53C0138913	PUMP CAPACITOR SHIPPING	11/27/14	12/27/14	12.00	12.00
6168-1	MOTION & FLOW CONTROL PRODUCTS INC					
	5905140	PARTS UNIT 3227	12/30/14	01/29/15	138.42	138.42
13387-1	NORTHERN LAKE SERVICE INC					
	268674	UCMR3 SAMPLING	12/31/14	01/30/15	840.00	840.00
6849-1	OVERHEAD DOOR COMPANY INC					
	1-35101738	GARAGE DOOR REPAIR CS	12/30/14	01/29/15	300.00	300.00
13891-1	PARKER AG SERVICES LLC					
	J000886	BIOSOLIDS HAULING	11/30/14	12/30/14	2,096.87	
	J000927	BIOSOLIDS HAULING	12/31/14	01/30/15	6,111.89	8,208.76
11329-1	POLYDYNE INC					
	933887	CE-879 POLYMER	12/16/14	01/15/15	5,290.00	5,290.00
700-1	PRAIRIE MOUNTAIN PUBLISHING LLP					
	443313	REC CENTER WINTER CATALOG	12/31/14	01/30/15	6,415.00	6,415.00
12772-1	RIDGELINE DEVELOPMENT CORPORATION					
	011915	HECLA RESERVOIR IMPROVEMENTS	01/19/15	02/18/15	12,952.39	
	011915A	SOUTH BLDR RD MEDIAN EXTENSION	01/19/15	02/18/15	50,598.00	63,550.39
13127-1	RL SECURITY & SUPPLY					
	C32988	INSTALL LOCK PC	10/13/14	11/12/14	140.00	140.00
12447-1	ROCKY MOUNTAIN ACCESS CONTROLS INC					

City of Louisville
Cash Disbursement Edit List

Batch: 89227 Period: 02/03/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	2014043A-06	PHOTO EYE REPAIR	12/11/14	01/10/15	660.00	660.00
5281-1	SAFELITE FULFILLMENT INC					
	524-206583	REAR WINDOW UNIT 6113	12/18/14	01/17/15	249.02	249.02
11306-1	SAFEWARE INC					
	3443507	CL2 SENSOR CALIBRATIONS	12/31/14	01/30/15	412.00	
	3443509	CL2 SENSOR CALIBRATION	12/31/14	01/30/15	275.00	687.00
1161-1	SHARI L GRISWOLD					
	1432119-1	CONTRACTOR FEES HOLIDAY MUSIC	12/18/14	01/17/15	218.40	
	1432119-2	CONTRACTOR FEES HOLIDAY MUSIC	12/18/14	01/17/15	218.40	436.80
7917-1	THE AQUEOUS SOLUTION INC					
	64788	CHEMICALS	12/30/14	01/29/15	907.66	907.66
11624-1	TOWN OF SUPERIOR					
	241	POTABLE WATER INTERCONNECTION	01/16/15	02/15/15	4,307.50	4,307.50
13985-1	WESTERN STATES FIRE PROTECTION CO					
	621090	FIRE SPRINKLER SYSTEM CH	11/17/14	12/17/14	7,888.00	
	626784	FIRE SPRINKLER SYSTEM CH	12/15/14	01/14/15	69,300.00	77,188.00
5115-1	WL CONTRACTORS INC					
	24878	DEC 14 FIBER MAINTENANCE	01/09/15	02/08/15	100.00	
	24879	SECURITY CAMERA MAINT WTP	01/09/15	02/08/15	153.00	253.00
13507-1	YATES LAW FIRM LLC					
	010615	DEC 14 WATER LEGAL FEES	01/06/15	02/05/15	10,080.00	10,080.00
13555-1	YOUNG REMBRANDTS - NW DENVER & BOULDER					
	409	CONTRACTOR FEES ELEM DRAWING	01/15/15	02/14/15	218.40	
	410	CONTRACTOR FEES CARTOON	01/10/15	02/09/15	163.80	382.20
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	BANK TOTAL PAYMENTS				340,247.96	340,247.96
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	GRAND TOTAL PAYMENTS				340,247.96	340,247.96

City of Louisville
Cash Disbursement Edit List

Batch: 89228 Period: 02/03/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
FOR BANK ACCOUNT: 4 FIRST NATIONAL BANK OF COLORAD Control Disbursement Account						
1-1	A WAY OF LIFE FITNESS CONSULTING					
	1516003-1	CONTRACTOR FEES YOUTH R-BALL	01/13/15	02/12/15	330.40	330.40
8791-1	ACA DENVER BOILER					
	S680955	BOILER #1 INDUCER FAN RSC	01/16/15	02/15/15	2,878.04	2,878.04
9891-1	AMBIANCE					
	10141	JAN 15 PLANT MAINT	01/10/15	02/09/15	195.00	195.00
480-1	AV-TECH ELECTRONICS INC					
	59228-IN	LED BEACON UNIT 3424	01/12/15	02/11/15	259.98	259.98
7706-1	BRANNAN SAND & GRAVEL CO LLC					
	132712	ASPHALT	01/08/15	02/07/15	88.44	
	132916	ASPHALT	01/15/15	02/14/15	88.00	176.44
13995-1	C+B DESIGN					
	CB601-02	OPEN SPACE/TRAILS WAYFINDING	01/22/15	02/21/15	7,907.50	7,907.50
14028-1	CAROL L BUTTERFIELD					
	012015	SEW CORPORAL UNIFORM PATCHES	01/20/15	02/19/15	38.00	38.00
14036-1	CENTER COPY BOULDER INC					
	41860	TABLE TENTS	01/22/15	02/21/15	88.50	88.50
10773-1	CENTRIC ELEVATOR CORP					
	234229	ELEVATOR LOCK OUT PC	01/17/15	02/16/15	295.00	295.00
980-1	CENTURY CHEVROLET INC					
	45003478	PARTS UNIT 3412	01/20/15	02/19/15	42.03	
	45003608	SWITCH UNIT 2144	01/22/15	02/21/15	19.11	61.14
13352-1	CGRS INC					
	2-10242-47729	FUEL TANK MAINT/INSPECTION	01/15/15	02/14/15	615.00	615.00
1005-1	CHEMATOX LABORATORY INC					
	15157	DUID BLOOD TEST	01/17/15	02/16/15	330.00	330.00
11346-1	COLORADO COMMUNICATIONS & UTILITY ALLIANCE					
	29-1-2015	2015 MEMBERSHIP DUES	01/12/15	02/11/15	1,100.00	1,100.00
10842-1	COZY CORNER TOWING					
	68052	TOW UNIT 2144	01/20/15	02/19/15	129.00	129.00
13370-1	CRIBARI LAW FIRM, PC					
	012615	PROSECUTING ATTORNEY	01/26/15	02/25/15	2,388.75	2,388.75
12759-1	DENVER & DISTRICT PIPE BAND					
	17	FULL BAND PERFORMANCE	01/20/15	02/19/15	500.00	500.00
13392-1	DESIGN MECHANICAL INC					
	4058622	HVAC MAINTENANCE LIB	01/01/15	01/31/15	487.00	
	4058885	HVAC SERVICE GC	01/20/15	02/19/15	124.00	611.00
1520-1	DRCOG					
	SALES018447	2015 MEMBERSHIP DUES 1ST HALF	01/09/15	02/08/15	3,200.00	3,200.00

City of Louisville
Cash Disbursement Edit List

Batch: 89228 Period: 02/03/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
10474-1	EDDIE ROSE					
	012615	ROYAL BALL DJ	01/26/15	02/25/15	175.00	175.00
11468-1	EMPLOYERS COUNCIL SERVICES INC					
	122851	2015 POSTER UPDATE	01/16/15	02/15/15	73.90	73.90
13963-1	ENSCICON CORPORATION					
	86399	ENGINEERING SERV TOWNSEND	01/13/15	02/12/15	199.22	
	86399A	ENGINEERING SERV TOWNSEND	01/13/15	02/12/15	256.14	
	86399B	ENGINEERING SERV TOWNSEND	01/13/15	02/12/15	341.52	
	86399C	ENGINEERING SERV TOWNSEND	01/13/15	02/12/15	284.60	
	86399D	ENGINEERING SERV TOWNSEND	01/13/15	02/12/15	853.80	1,935.28
2070-1	FLOOD & PETERSON INSURANCE INC					
	722297	WORKERS COMP PREMIUM 1 OF 10	01/13/15	02/12/15	15,786.00	
	722298	WORKERS COMP PREMIUM 2 OF 10	01/13/15	02/12/15	15,783.00	31,569.00
13098-1	G4S SECURE SOLUTIONS INC					
	7237976	BAILIFF SERVICES 1/5/15	01/11/15	02/10/15	104.00	
	7245881	BAILIFF SERVICES 1/12/15	01/18/15	02/17/15	104.00	208.00
10722-1	GALE/CENGAGE LEARNING					
	53959371	VIRTUAL EBOOK HOST FEE	12/31/14	01/30/15	300.00	
	53961641	ELECTRONIC DATABASES	01/01/15	01/31/15	11,901.62	12,201.62
10806-1	INFOGROUP					
	10002675406	2015 REFERENCE USA	12/15/14	01/14/15	2,353.00	2,353.00
2615-1	INGRAM LIBRARY SERVICES INC					
	83045161	TEEN BOOKS AND MEDIA	01/14/15	02/13/15	186.45	
	83045162	TEEN BOOKS AND MEDIA	01/14/15	02/13/15	158.83	
	83069542	CHILDRENS BOOKS AND MEDIA	01/14/15	02/13/15	6.19	
	83069543	CHILDRENS BOOKS AND MEDIA	01/14/15	02/13/15	37.05	
	83170376	CHILDRENS BOOKS AND MEDIA	01/16/15	02/15/15	305.15	
	83170377	CHILDRENS BOOKS AND MEDIA	01/16/15	02/15/15	42.57	
	83170378	CHILDRENS BOOKS AND MEDIA	01/16/15	02/15/15	120.43	
	83184952	TEEN BOOKS AND MEDIA	01/16/15	02/15/15	91.13	
	83188560	CHILDRENS BOOKS AND MEDIA	01/16/15	02/15/15	9.34	
	83295150	CHILDRENS BOOKS AND MEDIA	01/20/15	02/19/15	117.71	1,074.85
8881-1	INGRAM LIBRARY SERVICES INC					
	83008656	ADULT BOOKS AND MEDIA	01/13/15	02/12/15	381.63	
	83069541	ADULT BOOKS AND MEDIA	01/14/15	02/13/15	289.79	
	83130257	ADULT BOOKS AND MEDIA	01/15/15	02/14/15	97.32	
	83170369	ADULT BOOKS AND MEDIA	01/16/15	02/15/15	30.79	
	83170370	ADULT BOOKS AND MEDIA	01/16/15	02/15/15	29.17	
	83170371	ADULT BOOKS AND MEDIA	01/16/15	02/15/15	11.00	
	83170372	ADULT BOOKS AND MEDIA	01/16/15	02/15/15	10.99	

City of Louisville
Cash Disbursement Edit List

Batch: 89228 Period: 02/03/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	83170373	ADULT BOOKS AND MEDIA	01/16/15	02/15/15	45.62	
	83170374	ADULT BOOKS AND MEDIA	01/16/15	02/15/15	147.96	
	83170375	ADULT BOOKS AND MEDIA	01/16/15	02/15/15	214.97	
	83188559	ADULT BOOKS AND MEDIA	01/16/15	02/15/15	48.87	
	83202235	ADULT BOOKS AND MEDIA	01/18/15	02/17/15	60.03	
	83295149	ADULT BOOKS AND MEDIA	01/20/15	02/19/15	90.75	
	83333785	ADULT BOOKS AND MEDIA	01/21/15	02/20/15	11.86	1,470.75
13978-1	JACK WAGNER					
	012315	SILVER SNEAKERS CARDIO CLASS	01/23/15	02/22/15	150.00	150.00
10341-1	KEMP AND HOFFMAN INC					
	PP2011615	LOUISVILLE LATERAL PIPING	01/16/15	02/15/15	45,080.24	45,080.24
13692-1	LIGHTNING MOBILE INC					
	61924	SWEEP LIBRARY PARKING GARAGE	01/02/15	02/01/15	320.00	320.00
10	LANDSCAPES UNLIMITED					
	933	BULK WATER METER REFUND	01/20/15	02/19/15	2,500.00	2,500.00
6	YOGA SANSAR					
	011515	SOUND MEDITATION TIBETAN BOWLS	01/15/15	02/14/15	100.00	100.00
6168-1	MOTION & FLOW CONTROL PRODUCTS INC					
	5908114	PARTS UNIT 3420	01/05/15	02/04/15	141.82	141.82
7909-1	MUNICIPAL TREATMENT EQUIP INC					
	151055	VALVE ACTUATOR	01/20/15	02/19/15	5,932.00	5,932.00
14035-1	NANCY E THOMADSEN					
	1510039-1	CONTRACTOR FEES DISCOVER MUSIC	02/02/15	03/04/15	63.00	
	1510039-2	CONTRACTOR FEES DISCOVER MUSIC	02/02/15	03/04/15	63.00	
	1510039-3	CONTRACTOR FEES DISCOVER MUSIC	02/02/15	03/04/15	63.00	
	1510039-4	CONTRACTOR FEES DISCOVER MUSIC	02/02/15	03/04/15	63.00	252.00
11365-1	NATIONAL METER & AUTOMATION INC					
	S1058377.001	HYDRANT METER	01/15/15	02/14/15	1,238.65	1,238.65
3605-1	NEWSBANK INC					
	RN742342	AMERICAS OBITS/WORLD NEWS	11/05/14	12/05/14	4,665.00	4,665.00
1201-1	NORTHERN COLORADO PAPER					
	327254785	JANITORIAL SUPPLIES CH	01/09/15	02/08/15	390.58	
	327254793	JANITORIAL SUPPLIES LIB	01/09/15	02/08/15	300.29	
	327254801	JANITORIAL SUPPLIES CH	01/09/15	02/08/15	30.19	
	327254819	JANITORIAL SUPPLIES PC	01/09/15	02/08/15	184.63	
	327356150	JANITORIAL SUPPLIES RSC	01/12/15	02/11/15	2,199.29	
	327356168	JANITORIAL SUPPLIES CS	01/12/15	02/11/15	41.91	
	327576179	BREAKROOM SUPPLIES CH	01/14/15	02/13/15	349.75	
	328091491	BREAKROOM SUPPLIES PC	01/21/15	02/20/15	119.51	3,616.15
11477-1	P.R.O.S. INC					

City of Louisville
Cash Disbursement Edit List

Batch: 89228 Period: 02/03/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	LO1501	YOUTH BASKETBALL REFEREES	01/18/15	02/17/15	324.00	324.00
14031-1	RMD CONCEPTS INC					
	259	GOOSINATOR & CHARGER	01/09/15	02/08/15	3,497.00	3,497.00
5281-1	SAFELITE FULFILLMENT INC					
	524-207236	WINDSHIELD UNIT 2165	01/20/15	02/19/15	319.20	319.20
11345-1	SAGE AND SAVORY CATERING					
	2740	HEAD GOLF PRO OPEN HOUSE	01/15/15	02/14/15	563.00	563.00
7917-1	THE AQUEOUS SOLUTION INC					
	64926	POOL CHEMICALS	01/19/15	02/18/15	935.36	935.36
11466-1	THE RUNNING GROUP LLC					
	012015	CONTRACTOR FEES LOCO	01/20/15	02/19/15	3,952.00	
	1510033-1	CONTRACTOR FEES WINTER TRACK	01/28/15	02/27/15	624.00	
	1510033-3	CONTRACTOR FEES WINTER TRACK	01/28/15	02/27/15	120.00	
	1510034-1	CONTRACTOR FEES TIGER	01/29/15	02/28/15	268.80	
	1510037-1	CONTRACTOR FEES STRENGTH TRAIN	01/06/15	02/05/15	358.40	
	1510037-2	CONTRACTOR FEES STRENGTH TRAIN	01/06/15	02/05/15	268.80	
	1510037-3	CONTRACTOR FEES STRENGTH TRAIN	01/06/15	02/05/15	384.00	
	1510037-4	CONTRACTOR FEES STRENGTH TRAIN	01/08/15	02/07/15	76.80	6,052.80
13505-1	THOMPSON INFORMATION SERVICES					
	010115	FAIR LABOR STANDARDS HANDBOOK	01/01/15	01/31/15	536.99	536.99
11087-1	UNITED SITE SERVICES					
	114-2581711	TOILET RENTAL SKATE PARK	12/28/14	01/27/15	196.65	196.65
6210-1	W BRUCE JOSS					
	012515	JAN 15 MUNICIPAL JUDGE SALARY	01/25/15	02/24/15	2,000.00	2,000.00
10884-1	WORD OF MOUTH CATERING INC					
	2015-02	SR MEAL PROGRAM 1/12-1/23/15	01/23/15	02/22/15	2,045.50	2,045.50
7924-1	WORLD BOOK INC					
	1502414	ELECTRONIC DATABASES	01/02/15	02/01/15	1,450.05	
	1502475	CHILDRENS BOOKS AND MEDIA	01/05/15	02/04/15	849.00	2,299.05
13558-1	ZIONS CREDIT CORP					
	575117	JAN 15 SOLAR POWER EQUIP LEASE	01/21/15	02/20/15	1,767.62	
	575117	JAN 15 SOLAR POWER EQUIP LEASE	01/21/15	02/20/15	883.81	2,651.43
					-----	-----
		BANK TOTAL PAYMENTS			157,581.99	157,581.99
					-----	-----
		GRAND TOTAL PAYMENTS			157,581.99	157,581.99

City Council Meeting Minutes

**January 20, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM**

Call to Order – Mayor Muckle called the meeting to order at 7:00 p.m.

Roll Call was taken and the following members were present:

City Council: *Mayor Robert Muckle, Mayor Pro Tem Hank Dalton.
City Council members: Ashley Stolzmann, Jeff Lipton,
Jay Keany, Chris Leh and Susan Loo,*

Staff Present: *Malcolm Fleming, City Manager
Heather Balser, Deputy City Manager
Kevin Watson, Finance Director
Troy Russ, Planning & Building Safety Director
Kurt Kowar, Public Works Director
Aaron DeJong, Economic Development Director
Chris Neves, IT Director
Dave Hayes, Police Chief
Scott Robinson, Planner II
Lauren Trice, Planner I
Nancy Varra, City Clerk*

Others Present: *Sam Light, City Attorney*

PLEDGE OF ALLEGIANCE

All rose for the pledge of agenda.

APPROVAL OF AGENDA

Mayor Muckle called for changes to the agenda and hearing none, moved to approve the agenda, seconded by Council member Loo. All were in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Mitchell and Tyler Waters, 1073 Copper Hill Court, Louisville, CO members of the

Louisville Youth Advisory Board presented their year-long project, which is a proposal for a new aquatics center in Louisville. Their choices for projects were drug abuse prevention or a new aquatics center. The Youth Advisory Board feels a new aquatics center should be built between the Police station and the skateboard park. They stated the citizens of Louisville have desired an aquatics center since 2002 and noted there is a conceptual drawing at the Louisville Recreation Center. They are raising awareness for this project and trying to rally support for fund raising. They reported on residents' complaints about the Memory Square pool being overcrowded and having insufficient parking. The Youth Advisory Board will bring information to the City Council on the revenue sources when they have more support. If Council is interested in learning more, they may attend the Youth Advisory Board meetings at 6:30 p.m., on the first Thursdays of each month at the Louisville Recreation Center. They asked for the City Council's support on this project and thanked them for their service.

Council member Loo asked if this area is included in the McCaslin Small Area plan. Planner II Robinson stated it is not included, but there is still time to make a change.

Council member Loo informed Mitchell and Tyler Waters of the purpose of the McCaslin Small Area Plan and encouraged them to attend those meetings.

Mayor Muckle thanked the brothers for their presentation. Mayor Pro Tem Dalton also thanked them for their presentation and for thinking big.

Jean Morgan, 1131 Spruce Street, Louisville, CO, reported 79 years ago on January 20, 1936, eight men lost their lives in the Louisville Monarch mine disaster. Those men were: Ray Bailey, Tony DiSantis, Steve Davis, Tom Stevens, Oscar Baird, Kester Novinger, Leland Ward and Joe Jaramillo. Joe Jaramillo's body still is entombed in the mine. Many of the miners lost their lives, limbs and health in local coal mines. She asked the City to take a moment to honor the memory of those miners and the part they played in Louisville's rich history.

APPROVAL OF THE CONSENT AGENDA

MOTION: Mayor Muckle moved to approve the consent agenda seconded by Mayor Pro Tem Dalton. All were in favor.

- A. Approval of Bills**
- B. Approval of Minutes – January 6, 2015**
- C. Authorize Purchase of Toro Groundsmaster 4500-D Rotary Deck Mower from LL Johnson**
- D. Award Sports Complex Irrigation Pond Improvements to Samora, LLC**
- E. Approve Centurylink Contract Renewal**
- F. Approve Purchase of Complex Chloride (Ice Slicer)**
- G. Approve Third Amendment to the Parbois Place Subdivision Development Agreement**

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Council member Keany noted the Youth Advisory Board members will make a presentation on a new aquatics center to every city board and commission to bring awareness of the project. They will also contact the Dolphins Swim Team and the Monarch High School swim team. He reported in 2002 there was a bond issue for an expanded recreation/senior center, aquatic center and library, however the bond issue failed. The next year a bond issue for a new library passed. The Youth Advisory Board discussed funding for an aquatics center and a ballot issue to continue the library tax to create an aquatics center.

Council member Stolzmann voiced her excitement over the fiber optic ring in the Centurylink Renewal Contract.

CITY MANAGER'S REPORT

City Manager Fleming reported on the following:

The Centurylink Contract renewal will save the City \$500 per month. He thanked IT Director Neves and Matt Bush, IT Support, for negotiating the contract. The contract also delays spending \$250,000 for the fiber ring.

He thanked Planning and Building Safety Director Russ and Public Works Director Kowar for their work to achieve a lower ISO rating, which will provide Louisville residents and businesses a 30% discount on flood insurance. Planning and Building Safety Director Russ explained it was a result of the City's ability to manage the floodplain and Public Works ability to manage the stormwater system. City Manager Fleming explained staff will work with the Louisville Fire Protection District for a comparable rating for fire insurance. He noted better maps, better procedures and better ordinances helped to achieve a better rating.

Effective today, January 20th, the Building Department began issuing over the counter permits for small projects such as fences, minor interior demolition, patio covers and sheds. Three people came in today and left with their permits. The program is currently committed to Tuesdays between 8 am to 12 pm, but may be expanded to more days and times to make it more convenient for residents.

He thanked Mayor Muckle for the better signage on US 36. Through his influence with CDOT the Mayor was able to have better signage installed. He reported on the progress of the Diverging Diamond Intersection on the McCaslin Interchange. He noted it will get worse before it gets better. Beginning Monday, January 26th, the loop to Denver will be closed and a temporary signal will be installed for traffic heading east.

Mayor Muckle encouraged residents to use other eastbound ramps to US 36.

REGULAR BUSINESS

RESOLUTION No. 3, SERIES 2015 – A RESOLUTION APPROVING A SPECIAL REVIEW USE (SRU) TO ALLOW FOR THE OPERATION OF A PRIVATE FITNESS STUDIO WITH RETAIL SALES IN THE COMMERCIAL BUSINESS (CB) ZONE DISTRICT AT 1817 HWY 42

Mayor Muckle requested a staff presentation.

Planner I, Lauren Trice explained the request is for approval of a Special Review Use (SRU) for 1817 Hwy 42. The applicant Brandon Terry of Moov, LLC, proposes to operate a private fitness studio with retail sales at 1817 Hwy 42.

Project Summary: The property is zoned Commercial Business (CB). The request is for a private fitness studio, primarily CrossFit classes with limited sales. It will be located in the Trek Building beside the recently approved CorePower Yoga. An SRU is required for private studios in the CB zone District.

The primary access is from Hwy 42 (east), but is also accessible from South Boulder Road. The project will fill a vacant commercial space and provide a community service to the Louisville citizenry. There are no foreseeable adverse effects on the surrounding neighborhood.

The Planning Commission recommended approval of the SRU to allow the operation of a private fitness studio with retail sales in the commercial business zone district at 1817 Hwy 42.

COUNCIL COMMENTS

Council member Keany inquired whether this SRU is specific to the applicant or is it transferrable. City Attorney Light stated the Louisville Municipal Code does not specify SRU's are exclusive to an applicant therefore the land use and the conditions of the SRU would be transferrable. If Council determines an operator or specific standard should be considered, they may condition the resolution to make the SRU exclusive to an applicant.

Council member Keany asked if an SRU was revocable. City Attorney Light explained if a new tenant wanted to change the signage, the hours or other changes, it would trigger a new SRU.

MOTION: Council member Keany moved to approve Resolution No. 3, Series 2015, seconded Mayor Pro Tem Dalton. All were in favor.

REVIEW AND ENDORSEMENT OF STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT) ANALYSIS AND MEASURES OF SUCCESS FOR SOUTH BOULDER ROAD SMALL AREA PLAN

Mayor Muckle requested a staff presentation.

Planner II Robinson provided an overview of the South Boulder Road Small Area Plan, the SWOT Analysis and measures of success. A Small Area Plan takes the Comprehensive Plan and applies it to a smaller area to get specific zoning and guidelines. The Plan defines desired land uses for the corridor; establishes preferred physical character (design guideline) and outlines public infrastructure priorities. The Comprehensive Plan identified a vision statement, core community values and the framework plan, which divided the City into three development patterns and five area types.

The study area for the project is along South Boulder Road from Via Appia to the east City limits with Lafayette, and Highway 42/96th Street from Coal Creek Station to the north City limits at Paschal Drive. The City partnered with the following private consultants: Cuningham Group, Kimley-Horn Associates, ArtHouse Design, MindMixer, and the National Research Center to develop the plan.

The Cuningham Group PowerPoint presentation used at the kickoff meeting on October 8, 2014 was presented. It noted Louisville is between Broomfield and Boulder, but is unlike either of those communities because of Louisville's unique small town character and sense of community. Some of the elements of the built environment included streets, buildings and open spaces. A comparison of community building between small towns and large cities noted environment can be assembled in a number of ways and several examples were given.

Planning Process: The goal of the South Boulder Road Small Area Planning work as follows:

- Phase 1 – Desire: Set goals
- Phase 2 – Discovery: Corridor analysis
- Phase 3 – Design: Develop alternatives
- Phase 4 – Discussion: Select preferred alternative
- Phase 5 – Documentation: Codify results

Phase 1 is at the conclusion of the "Desire" phase and staff requested Council approval of the Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis and project measures of success developed through the process. There were three major avenues for community input: Stakeholder interview; EnvisionLouisvilleCo web site and the public kick-off meeting on October 8, 2014. The stakeholder interviews mostly focused on individual properties or areas of interest; revitalization of commercial areas; improvement of transportation connections; and making the corridor more inviting for

visitors. There were mixed feelings about more residential. The EnvisionLouisvilleCO Web sites comments were as follows: Better bike and pedestrian connections;

automobile traffic is worse; varying opinions on development and lacking small town character and sense of community.

At the kick-off meeting participants were given colored dots and asked to place green dots on areas they liked, red dots on areas they disliked and blue dots for areas for immediate change.

In the small group discussions participants discussed the following topics: Community oriented businesses; Should be more of a destination; Better bike and pedestrian connections; Not well integrated with Louisville; Acts as a barrier between neighborhoods; Traffic and railroad impacts and better sense of community and small town feel. All the information was included in the SWOT Analysis as follows:

	Positive	Negative
	<u>Strengths</u>	<u>Weaknesses</u>
Internal	<ul style="list-style-type: none"> • Parks and open space near corridor • Physical form of the corridor (parcel sizes and rights-of-way) • Proximity to existing neighborhood 	<ul style="list-style-type: none"> • Pedestrian and bike connections are lacking, uninviting, and perceived as unsafe • Conformity to community values • Aesthetic appearance of corridor • Connections to adjacent neighborhoods
External	<u>Opportunities</u> <ul style="list-style-type: none"> • Corridor as transportation link • Shops, businesses, and services on corridor • Valuable mix of uses on corridor 	<u>Threats</u> <ul style="list-style-type: none"> • Impact of the market and regional competition on existing and desired land uses • Traffic • Train noise and impacts • Lack of community consensus on purpose of corridor • Upkeep of existing buildings

COUNCIL QUESTIONS

Council member Keany inquired how the terms “internal” and “external” relate to the strengths and weaknesses. Planner II Robinson explained the City has more control over the internal factors, but not over the external factors. Planning and Building Safety Director Russ explained the strengths are in the ownership of the parks, pedestrian bike connections. The things the City does not own are either opportunities or threats to the community.

From the SWOT Analysis the following Six Measures of Success were created:

- Principle 1 – Provide for safer and more convenient connections across South Boulder Road and Highway 42 for bikes and pedestrians.
- Principle 2 – Utilize policy and design to encourage desired uses to locate in the corridor.
- Principle 3 – Establish design regulations to ensure development closely reflects the community's vision for the corridor while accommodating creativity in design.
- Principle 4 – Mitigate impacts of trains and improve safety of railroad crossings.
- Principle 5 – Balance the regional traffic needs of South Boulder Road and Highway 42 with the community's desire for safety and accessibility.
- Principle 6 – Provide for community gathering spaces and public infrastructure to encourage visitors to spend time in the corridor.

Tentative Schedule:

- January 20 – City Council endorsement
- February 18 – Public meeting #3 – develop alternatives
- March/April – Endorsement of alternatives
- April – Public meeting #4 – review alternatives
- May/June – Plan adoption

Other Items

- Survey – results in February
- Wayfinding – at the February meeting
- McCaslin Blvd plan – Kick-off February 19
- New questions on www.EnvisionLouisvilleCO.com

PUBLIC COMMENTS

Sid Vinall, 544 Leader Circle, Louisville, CO stated he would make some general comments and some specific comments about the SWOT Analysis. Several years ago the City was dealing with the Safeway redevelopment project and noted there was much debate and objection to the high density for the area. Eventually, the Council turned down the original plan, but later approved a new plan, which included the Alfalfa's Grocery Store, additional commercial space along South Boulder Road and less dense housing units. He stated there are residents who have a very strong interest and concern for what will be developed in this area. He felt the Planning Division did a good job of putting up signage for the meetings providing a walkabout in the area and sending out email reminders. He was encouraged by the large number of attendees on

the October 5th Kickoff meeting and noted there were a lot of comments relative to making the corridor more bike/pedestrian friendly, safer crosswalks and perhaps an

underpass. He stated there was not much interest in building more high density units along the corridor. He addressed the citywide survey and felt it would help refine the SWOT Analysis. He was disturbed by the pictures, which depicted high density development and asked the residents to choose the least worse option. He felt most of the residents want development and improvement, but do not at the expense of the small town character. He asked the following questions: How much development is too much? What is the right development? Progress and change mean different things to different people. He asked the Council to pay close attention to the citizens as well as the large land owners and business owners.

Jean Morgan, 1131 Spruce Street, Louisville, CO addressed two items on the SWOT negative column: Weakness "the aesthetic appearance of corridor, and Threats "lack of community consensus on purpose of corridor". She stated at the kick-off meeting out of 277 comments only 6 referred to "appearance". During the walkability tour comments were made about the narrow sidewalks, lack of trees on the south side, trail connectivity and a median between the sidewalk and street. She felt those items could be easily fixed and should be considered a major do-over. She did not feel there was a broad split in the community on the purpose of South Boulder Road. The business owners are not asking for a major do-over along South Boulder Road. She stressed the need for business input, but not at the expense of desires of the public. She found it very difficult to read the signage for the South Boulder Road Small Area Plan and requested better signage with more contrast in the color schemes.

Michael Menaker, 1827 W. Choke Cherry Drive, Louisville, CO saw a weakness and threat to the process, which is the fact more people live in apartments than attended all the meetings on the South Boulder Road Small Area Plan. He stresses their voices are absent. He requested the Mayor and City Council reach out to these residents and make them a part of the process.

COUNCIL QUESTIONS

Council member Loo asked for clarification of the weakness "Conformity to community values". Planner II Robinson explained it is in the core values defined in the Comprehensive Plan. He explained there was a general feeling the South Boulder Road corridor did not conform well to those core values.

Council member Loo stated a lot of people who live on the corridor did not attend the meetings. She felt it would be unfair for Council to define conformity as community values. She stated there are things valued in the community, which do not meet the definition of conformity.

Council member Leh agreed and noted during the meeting there was discussion of the subject of conformity with the community values. He inquired about this debate and

asked why it appears in the SWOT Analysis chart. Planning and Building Safety Director Russ explained it appeared in the chart because it was a key question in all of the stakeholders' interviews and in the community meeting. The question was which core values are not present in the corridor and these four weaknesses were big items. He noted these four are abstract and for each person to interpret and ultimately for Council to interpret. He noted there was general consensus the four values were lacking.

Mayor Pro Tem Dalton cautioned South Boulder Road is a major arterial which is not going away and as long as South Boulder Road runs through the area it will detract from the perception of small town character. He suggested getting as close as possible to small town character and still have a major arterial running through without characterizing it as a nonconforming community value.

Mayor Muckle inquired about the blue dots on the map. Council member Stolzmann explained the blue dots were the participants' desire for purchasing and acquiring open space.

Mayor Muckle addressed the SWOT Analysis on conformity to community values and voiced his belief they are not independent variables and would improve with pedestrian connectivity, open space connections, parks and gathering places. He felt they would be addressed in another part of the plan.

Planning and Building Safety Director Russ explained the intent is to translate from the abstract, the interpretation of what is a vision, to a principle base. There are six principles and measures of success to balance the regional traffic needs of South Boulder Road and Highway 42 with the community's desire for safety and accessibility.

Council member Stolzmann voiced her concern over Principles 2 and 5. Principle 2a) (Allowed uses) and suggested more work on the principle definition. Planner II Robinson stated more work would be done on the next phase (build-out analysis) of the study. Planning and Building Safety Director Russ explained more will be known after the results of the survey.

Council member Stolzmann addressed Principle 5 and reported on attending community meetings and hearing the public talk about driving on South Boulder Road and how they use the corridor. She felt Principle 5 is worded as a low priority for the corridor. She suggested the principle be reworded for a driving/pedestrian use and to mitigate traffic. Council member Loo agreed.

Planner II Robinson explained the principle tries to establish a balance between the residential and regional needs for cars and pedestrians and bicyclists. Planning and Building Safety Director Russ suggested flipping 5a) and 5b). He felt there was a lot that could be done on South Boulder Road through land uses, which would create a better balance. He noted the Planning Commission had the same concern.

Mayor Muckle suggested taking 5a) and begin the sentence with “Mitigate”.

Council member Lipton suggested changing the term “Threats”, as noted by Planning Commissioner Rice, to “Challenges”. He felt there should be some discussion on the opportunities and strengths. He noted one of the constraints is South Boulder Road is a regional corridor and it should be noted in the final conclusions.

Council member Leh agreed. He felt it was a question of putting emphasis on the road being a regional arterial roadway. He agreed with Mayor Muckle’s suggestion of the use of the word “mitigate” and felt it would reflect a better representation of the desires of the residents.

Council member Keany commented on public comments of residents feeling slighted by not having pedestrian crosswalks. He noted a right-turn at Eisenhower is difficult without a light. He asked if it is possible to have an underpass on part of South Boulder Road or put in an overpass somewhere along the corridor. He asked from an engineering point-of-view, if an under or overpass was possible. He agreed with Council member Lipton relative to the SWOT chart terminology.

Mayor Muckle stressed the importance of endorsing the principles. He asked if there was Council consensus on the principles. Council member Stolzmann inquired about the process from this point. Mayor Muckle stated staff is waiting for information from the consultant and the survey.

Planner II Robinson explained the survey results will be available in February. Staff is currently working with the existing conditions analysis for the next public meeting on February 18. There were two public meetings last week, including a walkability audit to look at different areas of the corridor. This information will be presented to the consultants for three different alternatives, which will be reviewed by the public, Planning Commission and City Council. The data will then be used for a fiscal model and a preferred alternative, which will be presented to the public, the Planning Commission and the City Council.

Planning and Building Safety Director Russ stressed the value of the principles as they create general rules. They are a guide to staff and the community and will lead to a preferred alternative.

Council member Stolzmann stated her understanding the results of the survey would drive the three alternatives. The alternatives would be consistent with the survey results, but vary on how the built environment could change.

There was City Council consensus on endorsement of the SWOT analysis and measurers of success (with the inclusion of flipping 5b to 5a).

McCASLIN AND WASHINGTON INTERSECTION CROSSWALK

Mayor Muckle requested a staff presentation.

Public Works Director Kowar updated Council on the options available regarding the crosswalk at the McCaslin/Washington intersection. Since the opening of the underpass, there have been numerous discussions regarding the necessity of the at-grade crossing and concern that maintaining the crosswalk creates an unsafe condition. Many comments received by the City have been to remove the crosswalk and direct pedestrians to the newly constructed underpass.

The Manual on Uniform Traffic Control Devices (MUTCD) suggests this intersection should be marked with a crosswalk. It is important to follow the MUTCD to create consistent traffic control throughout the City. Unique, customized solutions confuse motorists, cyclists, and pedestrians. Staff is concerned that a non-standard solution at the McCaslin and Washington intersection would establish an inappropriate precedent suggesting pedestrians crossings in similar situations elsewhere need to be discouraged from crossing when they have the legal right to cross.

He asked if the City should remove the crosswalk marking and install warning signs advising the use of the underpass. The crosswalk could give a false sense of security and lead to more people using it instead of the underpass. Or, should the City leave the crosswalk marking in place and install warning signs. Some people will still cross and the warning signs would alert drivers they may encounter pedestrians and be prepared to yield.

PUBLIC COMMENT

Terre Rushton, 671 W. Ash Street, Louisville, CO stated she originally opposed the underpass because of the expense, but she is now a proponent. She stated it is not about urban planning or about making Louisville more pedestrian/bicyclist friendly or how to mark the intersection, it is about safety. The City Council constructed the underpass because they felt it was the safest way to provide a crossing for pedestrians or bicyclists. There was discussion of a traffic signal at the intersection however the City staff was opposed because the steep grade on McCaslin would make it difficult for northbound traffic to stop in icy or wet conditions. The underpass is well designed, well-lit and provides a safe crossing. She referred to CDOT research on crosswalks, which indicate when traffic volumes and speed increase at a marked intersection, pedestrian accidents increase more at marked crosswalks than unmarked crosswalks. She stated the speed limit on McCaslin is 40 mph and noted traffic volumes have increased because many drivers are using McCaslin to avoid traffic congestion on US 36. She stated the question of do we want a marked crosswalk or not, should instead be the most effective measure to help pedestrians cross the street. Crosswalks are not considered safety devices and are not used to stop traffic.

Michael Menaker, 1827 W. Choke Cherry Drive, Louisville, CO addressed warning signs and stated they would only be effective if they were large and dramatic. He did not feel this crosswalk affects any other crosswalk in the city. He recommended directional

signs to the underpass. He agreed the underpass is well designed and well lit. He did not agree with the principle that the intersection is intended to improve safety for any pedestrian/bicyclists and noted the City will never stop people from crossing McCaslin. He felt marking the crosswalk is an invitation for people to cross McCaslin and the City should remove the invitation.

COUNCIL COMMENTS

Council member Loo stated she also uses the intersection twice a day and noted in the last snow storm the underpass was icy and dangerous so she used the crosswalk because McCaslin was clear. She suggested alternative signage to alert pedestrians they are crossing at your own risk and point them to the underpass. Public Works Director Kowar stated such signage could be considered as one of the alternatives. Staff is trying to embrace standards, but it is a pedestrian/bicyclists choice.

Planning and Building Safety Director Russ stated it is also about motorist awareness. This intersection is a major destination and pedestrians and bicyclists like the line of sight. The crosswalk alerts motorists a pedestrian may be present.

Council member Lipton stated there are sidewalks which take pedestrians to the crosswalk. He suggested there should some physical changes and better signage to encourage pedestrians to use the underpass. He addressed the speed of traffic and suggested speed enforcement and physical improvements to the sidewalk flow.

Council member Stolzmann was not in favor of re-painting the crosswalk.

Mayor Pro Tem Dalton was in favor of eliminating the crosswalk. He suggested signage directing pedestrians to the underpass.

Council member Keany was in favor of eliminating the crosswalk. He felt it was an invitation to cross at that intersection.

Council member Leh was in favor of eliminating the crosswalk. He felt it would be better to encourage the public to use the underpass.

Council member Loo did not support eliminating the sidewalks. She felt people will then make a social path.

There was Council consensus to eliminate the crosswalk and encourage pedestrians to use the underpass.

**DISCUSSION/DIRECTION/ACTION PREPARATION OF AN URBAN RENEWAL
PLAN FOR 550 S. MCCASLIN BOULEVARD**

Mayor Muckle requested a staff presentation

Economic Development Director DeJong explained the staff is requesting City Council direction to begin preparation of an Urban Renewal Plan for 550 S. McCaslin Boulevard, the former Sam's Club property, which closed in 2010. The 13-acre property includes a 128,000 sf building, which is sitting mostly vacant today. Centennial Valley Investment, LLC (Centennial Valley) purchased the property in January 2014. Several concerns arose from the vacancy including: reduced viability of adjacent properties; potential to contribute to neighborhood decline and weakening the McCaslin Corridor.

The City Council directed staff on May 6, 2014 to commission a Conditions Survey. An Urban Revitalization Consultant looked at defined blight factors in State Urban Renewal Law and a Conditions Survey was completed in July of 2014. The survey identified 4 blighting factors on the property. 1) Faulty lot layout; 2) Deterioration of site or other improvements; 3) Defective or unusual conditions of title rendering the title nonmarketable and 4) Existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings or other improvements.

The City Council made a blight determination on October 7th by approving Resolution No. 60, Series 2014 but did not direct staff to begin preparation of an Urban Renewal Plan to address the blighting factors. The blighting factors continue to limit potential for redevelopment or re-tenanting the building. An Urban Renewal Plan would outline the steps and actions necessary to address the blighting factors. Approving a plan must follow rules in State Statutes.

Staff proposed to develop an Urban Renewal Plan outlining the steps and actions necessary to address the identified blighting factors. The main steps in the process outlined in the Colorado Revised Statutes to approve an Urban Renewal Plan include a Planning Commission recommendation as to its conformity with the Comprehensive Plan.

Fiscal impact: Staff believes the plan can be prepared internally with assistance from the City's urban renewal attorney Malcolm Murray at a cost of less than \$5,000, which is available in the Economic Development budget. If an outside consultant is required to prepare the Plan, it is estimated the cost could be as much as \$30,000.

Staff recommendation: Staff recommended City Council direction to begin preparation of an Urban Renewal plan for the former Sam's Club building.

PUBLIC COMMENTS

Michael Menaker, 1827 W. Choke Cherry Drive, Louisville, CO stated although he is an advocate for urban renewal, he opposed an urban renewal plan for this property. He felt it was inappropriate to use the power of government to take property rights. He noted the covenants were mutually agreed upon by all the property owners in the area. He stated the faulty lot configuration and other conditions of blight were known at the time of purchase. He felt the scope of blight was narrow and may not be addressed by urban renewal, but may be addressed by zoning. He noted big boxes are a dying format. He felt it was more appropriate to consider a different zoning and allow different uses. He urged Council to include this area in the Small Area Plan or direct staff to be more comprehensive in their approach to an urban renewal plan and include the entire area.

COUNCIL COMMENTS

Mayor Muckle stated although he is not in favor of using urban renewal powers, he felt this may be the only viable solution for this property. He noted an enormous effort has been made by the public sector to redevelop this property and the City has explored other avenues, including attending the shopping center convention to obtain a large retailer for this site, but all efforts have failed. He felt this property may blight other businesses within the area. He stated it is appropriate for City government to explore the urban renewal process.

Council member Loo asked how this urban renewal plan proposal fits in with the McCaslin Small Area Plan. She noted the results of the small area plan will not be available until the end of the year. Economic Development Director DeJong stated the urban renewal plan would only be for the Sam's Club property. It would present opportunities to help in eliminating the blighting factors. It does not change property rights or the zoning or force eminent domain, it just provides the tool.

Council member Loo stated her understanding that a small area plan is not a legally binding document and it is not zoning or design guidelines. Planning and Building Safety Director Russ confirmed a small area plan sets the framework for discussion.

Council member Loo stated the property is a very large piece of the McCaslin corridor. She felt the McCaslin Small Area Plan and an urban renewal plan would not connect. City Manager Fleming stated an urban renewal plan can provide for more options in the small area plan process. The blighting factors identified can limit the types of development, but an urban renewal plan could eliminate the blighting factors and create more opportunity to be explored through a small area plan.

Mayor Muckle agreed and would prefer to push the McCaslin Small Area Plan back to see what options are available for the property through the urban renewal plan.

Council member Lipton stated if Council authorizes staff to prepare an urban renewal plan that does not mean the Council has adopted the plan it simply moves the process along. He felt eminent domain plays a legitimate role in the healthy development of the

community and financial sustainability and is a common tool used by municipalities. He felt there were some distortions in the free market for this area and was not convinced the free market could work out the issues on this property. He stated the merger between Albertsons and Safeway will provide some clarity on the future of the Louisville store. He was willing to provide direction for staff to proceed with the preparation of an urban renewal plan.

Mayor Pro Tem Dalton stated despite the Council's finding of blight, there is no blight on this property. This process breaks agreements between businesses located on the area. This process is aimed at the disadvantage of all the other businesses in favor of one. He felt it was a misuse of government power to favor one business over another. He opposed the process on that basis. He stated it has already cost staff time and the price of one consultant. It will cost more staff time and consultants time if the process continues, which will ultimately cost the taxpayers more money if the condemnation process goes forward. He voiced his opposition to an urban renewal plan.

Council member Loo disagreed and stated there was a finding of blight and the City Council is within their rights to declare blight. She asked City Attorney Light for a legal opinion on the potential of litigation for directing staff to prepare an urban renewal plan. City Attorney Light stated direction to prepare an urban renewal plan does not provide a legal right to challenge the action. He noted there are procedures, which must be followed before adopting a plan, such as Planning Commission approval; 30-day notice on a public hearing and an additional public hearing before the City Council. If an urban renewal plan is approved there might be a right, under the statute, to challenge the plan.

Council member Keany stated he has been generally supportive of the process in the past, but now opposes moving forward with this urban renewal plan process.

Council member Stolzmann reported she has spoken to a lot people in the area and there is a sincere desire to eliminate blight and redevelop the property. She agreed with Council member Loo, within the definitions of blight, there are certainly blight conditions on the property. She stated the building owner supports an urban renewal plan and wants to work with the City and there is public support for redeveloping the property. She agreed the Council is within their right to proceed with an urban renewal plan.

Council member Leh asked City Attorney Light what would be lost by waiting on the urban renewal plan until after the completion of McCaslin Small Area Plan. City Attorney Light explained according to the statutes, once blight has been found, putting off the urban renewal plan for an extended period of time would prohibit the City from using the current condition survey.

Council member Lipton stated his understanding that there could be a problem if the property owner's use was not optimal for the City, which could hinder the City's goals for revitalization and financial sustainability. Planning and Building Safety Director Russ stated there are so many layers of issues between the General Development Plan, this

property and other issues. The urban renewal blight study has an opportunity to remove the constraints on the property.

Council member Leh stated his main concern was to respect the public interest and

enabling the public to have substantial input over what is developed in the corridor. He was interested in maximizing the City's choices, but wanted to ensure the resources are used properly. Economic Development Director DeJong was confident the urban renewal plan could be completed in-house with the assistance of the City's urban renewal attorney.

Mayor Pro Tem Dalton addressed the statement the property might be used for something the City may not like. He found that highly unlikely because any different use of the property would have to be reviewed by the Planning Commission and the City Council. He acknowledged there are people who want the City to fill the Sam's Club vacancy, but there are also other property owners who may not want a condemnation process and those voices should be heard as well.

Council member Lipton stated his understanding that the current property owner can use the property or lease it for a use, which Council may not like. If it is a use by right or meets the criteria of a SRU process, the City Council would have to approve it. He noted none of the surrounding property owners have attended any of the City Council meetings on this subject. He requested Planning and Building Safety Director Russ discuss what is permissible by use and through the SRU process.

Planning and Building Safety Director Russ explained there is a General Development Plan, which governs and allows up to 22 uses. If there aren't any modifications to the exterior of the building a number of those uses can come in by right. If the exterior of the site or building is modified it would require a PUD. If it is a use outside the 22 uses, it would require a General Development Plan and zoning approval. The building as designed does not accommodate the majority of the 22 uses.

MOTION: Mayor Muckle moved to direct staff to begin preparation of an Urban Renewal Plan for 550 S. McCaslin Boulevard, for City Council consideration, seconded by Council member Lipton. The motion carried by a vote of 5-2. Mayor Pro Tem Dalton and Council member Keany voted no.

CITY SERVICES FACILITY PROJECT UPDATE

Mayor Muckle requested a staff presentation.

City Manager Fleming updated Council on the City Services Facility (CSF). The construction is going well, the weather has been favorable and there is a strong design team and contractor. It is anticipated there will be substantial completion by August. However, the cost of this project will exceed the amount when Council approved the construction contract with Bryan Construction, Inc. on September 2, 2014. The

guaranteed maximum price was \$11.9 million based on a 60% completion of the design. Between the 60% and 100% design completion there are contract specification changes, which in some cases reduce the scope and in other cases increases the scope associated with the project. That process has resulted in significant increases in the scope of work. Staff, the design and construction team continue working to identify cost savings and “Value Engineering” in design, materials, equipment and other changes. They identified \$600,000 of ways to scale back without compromising the functionality and long-term cost effectiveness of the facility. Although staff will continue to look for ways to save, it is unlikely to identify other significant savings. At the high end it may add \$500,000 over what was previously projected. Staff believes the project is closer to \$300,000 over what was projected.

City Manager Fleming requested a January 23 study session, including visiting the City Services Facility site, and having the contractor and design team in attendance to ensure the most qualified response to all questions/comments City Council may have on the project. Staff anticipates a range of up to an additional \$500,000 beyond the 2014-2015 budget communication, which failed to highlight the remaining uncertainty and unavoidable risks of cost increases in September. Staffing and procedural changes have been made to prevent such communication lapses from happening in the future.

Fiscal Impact: The potential cost increases to the project may be up to \$300,000, which would require a budget appropriation.

There was Council consensus to review this matter at the January 23 study session.

SUMMER CITY COUNCIL MEETING SCHEDULE

Deputy City Manager Balser reported some members of the City Council have asked about creating a longer break between meetings this summer to allow for extended vacation time. The City Charter requires the City Council hold at least two regular meetings each month. The three possible scenarios for a summer City Council meeting schedule are as follows:

- Option 1: June 2 – regular meeting
 June 9 – budget retreat and regular meeting
 July regular schedule (*Three weeks between meetings*)

- Option 2: June 2 – regular meeting
 June 9 – budget retreat and regular meeting
 July 14 – regular meeting
 July 21 – study session
 July 28 – regular meeting (*Four weeks between meetings*)

- Option 3: June 2 – regular meeting
 June 9 – budget retreat and regular meeting

July 21 – regular meeting

July 28 – regular meeting (*Five weeks between meetings*)

COUNCIL COMMENT

Mayor Pro Tem Dalton inquired whether the City staff had a preference. City Manager Fleming stated he has not polled the staff, but feels there is a general interest in having flexibility. He noted there are pros and cons, but he felt staff can work within this schedule.

MOTION: Mayor Muckle moved to approve Option 2 of the Summer City Council meeting schedule, seconded by Mayor Pro Tem Dalton. All were in favor.

ATTORNEY'S REPORT

City Attorney Light reported on the consent agenda item, which approved the Third Amendment to the Parbois Place Subdivision Development Agreement. He noted it is the intent to schedule a “closing” with the developer to finalize the details of the public improvement issues on January 21st.

COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

Council member Leh complimented the Planning Staff for their work on the South Boulder Road Small Area Plan process. He felt the work has been very productive.

Council member Loo reported the Legal Committee met and discussed doing the preliminary work on pending litigation prior to executive session. City Attorney Light stated this might be a discussion item for a future study session. The Legal Committee is looking at the parameters of their role in handling pending claims. Council policy direction would be helpful in determining if a legal committee recommendation should be requested on pending litigation.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Council member Stolzmann. All were in favor. The meeting adjourned at 9:45 p.m.

Robert P. Muckle, Mayor

Nancy Varra, City Clerk

**SUBJECT: RESOLUTION NO. 4, SERIES 2015 – A RESOLUTION
APPROVING AGREEMENTS BETWEEN THE CITY OF
LOUISVILLE AND DUTKO WORLDWIDE, LLC DBA GRAYLING,
AND THE CITY OF LOUISVILLE AND BOYAGIAN
CONSULTING, LLC TO FURNISH LOBBYIST SERVICES TO
THE US 36 MAYORS AND COMMISSIONERS COALITION**

DATE: FEBRUARY 03, 2015

PRESENTED BY: HEATHER BALSER, CITY MANAGER'S DEPARTMENT

SUMMARY:

In February of 2014 the City Council approved a contract with Dutko Worldwide, LLC (DW) and Boyagian Consulting, LLC (BC) to perform lobbyist services for the US 36 Mayors and Commissioners Coalition (MCC) through February of 2015. Louisville manages the contract. The total sum amount for the annual contract in 2010, 2011, 2012, 2013 and 2014 was \$105,000 annually. For the 2015 contract the MCC has recommended a smaller amount of \$60,000 as the US 36 project is close to opening day and a number of issues have more regional or statewide significance than federal implications. However there are still a number of federal issues that require attention and federal funding pots that may be utilized along US 36 or for arterial BRT consistent with the Northwest Area Mobility Study (NAMS) recommendations. The attached scope outlines those issues. Contracts for 2015 are attached with an amended Scope of Services in Appendix A for the 15/16 contract period. The contract amount is split evenly between DW and BC.

The contract includes provisions regarding cooperation between DW and BC in providing lobbyist services and provides a limit on expenses up to \$4,000 in the DW contract and \$1,000 in the BC contract consistent with the \$5,000 limit in previous contracts. A current Scope of Services is attached in Appendix A to provide specific objectives for the upcoming contract cycle.

Boulder, Superior, Longmont, Louisville, the City and County of Broomfield and Boulder County have agreed once again to mutually participate in the funding of the lobbyist. The City's pro-rata share of the contractual amount is \$ 6,660 for the year. The City of Louisville has budgeted \$14,500 in 2015 for lobbyist services which also includes funds for annual expenses (expenses are paid equally among the 6 localities at the end of each year). The City will be collecting from all participating parties and holding the funds in a liability account to pay the monthly bills as they are incurred. Full payment from all the participating jurisdictions will be provided by the end of the month. Again, the MCC has requested that Louisville administer the contract.

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FISCAL IMPACT:

Louisville's contribution for the federal lobbying contract is \$6,660 in 2015 with 2015 expenses shared among the 6 municipalities, consistently in the \$1,000 to \$1,200 range. The 2015 budget includes \$14,500 for this purpose similar to previous years.

RECOMMENDATION:

Approve Resolution No. 4, Series 2015

ATTACHMENT(S):

1. Resolution No. 4, Series 2015
2. Dutko Worldwide, LLC Agreement
3. Boyagian Consulting, LLC Agreement

**RESOLUTION NO. 4
SERIES 2015**

A RESOLUTION APPROVING AGREEMENTS BETWEEN THE CITY OF LOUISVILLE AND DUTKO WORLDWIDE, LLC AND THE CITY OF LOUISVILLE AND BOYAGIAN CONSULTING, LLC TO FURNISH LOBBYIST SERVICES TO THE US 36 MAYORS AND COMMISSIONERS COALITION

WHEREAS, the US 36 Mayors and Commissioners Coalition, hereinafter referred to as the “US 36 MCC,” wishes to better promote its position on US 36 transportation issues of concern at the regional, state and federal levels, be it legislative, regulatory, or other; and

WHEREAS, the City and the US 36 MCC desire that the City act on behalf of the US 36 MCC in engaging lobbyists to render professional lobbying services in connection with such US 36 transportation issues; and

WHEREAS, the cities of Boulder, Longmont, Superior, and Louisville, the City and County of Broomfield, and Boulder County have agreed to mutually participate in the funding of the lobbyists; and

WHEREAS, it has been proposed that for the period of February 15, 2015 to February 15, 2016, lobbyist services to the US 36 MCC be provided pursuant to two separate agreements between the City and Dutko Worldwide, LLC, dba Grayling, and the City and Boyagian Consulting, LLC, with Dutko Worldwide, LLC and Boyagian Consulting, LLC to cooperate to provide lobbyist services to the US 36 MCC; and

WHEREAS, agreements have been proposed between the City and Dutko Worldwide, LLC and the City and Boyagian Consulting, LLC for such purpose, and the City by this resolution desires to approve the agreements and authorize their execution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The Proposed Agreement to Furnish Lobbyist Services to the US 36 Mayors and Commissioners Coalition between the City of Louisville and Dutko Worldwide, LLC, (Agreement”), for the provision of such services for a period between February 15, 2015 and February 15, 2016, is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Proposed Agreement to Furnish Lobbyist Services to the US 36 Mayors and Commissioners Coalition between the City of Louisville and Boyagian Consulting, LLC, (Agreement”), for the provision of such services for a period between February 15, 2015 and February 15, 2016, is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

2. The Mayor is authorized to execute the Agreements on behalf of the City, except that the Mayor is hereby further granted authority to negotiate and approve such revisions to said Agreements as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreements are not altered.

PASSED AND ADOPTED this _____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

AGREEMENT
TO FURNISH LOBBYIST SERVICES
TO THE
US 36 MAYORS AND COMMISSIONERS COALITION

THIS AGREEMENT, made and entered into effective as of the 15th day of February, 2015, between the CITY OF LOUISVILLE, hereinafter referred to as the "City," and DUTKO WORLDWIDE, LLC, dba GRAYLING, hereinafter referred to as the "Lobbyist," is as follows:

WHEREAS, the US 36 Mayors and Commissioners Coalition, hereinafter referred to as the "US 36 MCC," wishes to better promote its position on US 36 transportation issues of concern at the regional, state and federal levels, be it legislative, regulatory, or other; and

WHEREAS, the City of Louisville desires to act on behalf of the US 36 MCC in engaging the Lobbyist to render the professional lobbying services described in this Agreement and the Lobbyist is qualified and willing to perform such services; and

WHEREAS, the cities of Boulder, Longmont, Superior, and Louisville, the City and County of Broomfield, and Boulder County have agreed to mutually participate in the funding of the Lobbyist; and

WHEREAS, it has been proposed that the lobbyist services be provided pursuant to two separate agreements between the City and Dutko Worldwide, LLC dba Grayling, and the City and another firm with the Lobbyist and the other firm to cooperate to provide lobbyist services to the US 36 MCC; and

WHEREAS, sufficient authority exists in charter and statute and sufficient funds have been budgeted for the purposes of this Agreement and are available and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Lobbyist agree as follows:

I. THE PROJECT

The Project consists of advocating the US 36 MCC's position on pertinent legislative, regulatory and other issues (regional, state, federal) and advising the US 36 MCC in the handling of miscellaneous legislative/intergovernmental issues that may arise on which the Lobbyist is utilized.

II. TERM

The Lobbyist's services are anticipated to be provided between February 15, 2015 and February 15, 2016. The City may extend the term of this Agreement beyond such one year, upon notice to the Lobbyist, as the City determines necessary for smooth progress of the Project and completion of Lobbyist's services. The Lobbyist shall provide services at such times as are necessary in order to promote such smooth progress of the Project.

III. LOBBYIST'S SERVICES

In connection with the Project, the Lobbyist shall undertake the duties and responsibilities and provide the services described in Appendix A, captioned "Scope of Work for February 2015 to February 2016 - US 36 Mayors and Commissioners Coalition Mayors," which is attached hereto and made a part hereof,

which are hereinafter referred to as the “Services”. The Lobbyist shall, in good faith, coordinate and cooperate with Boyagian Consulting, LLC in completing such services as described in Appendix A.

IV. ADDITIONAL SERVICES

When authorized in writing by the City, the Lobbyist agrees to furnish or obtain from others, additional professional services in connection with the Project due to changes in the scope of the Project or its design, subject to mutual written agreement as to additional compensation for additional services.

V. LOBBYIST’S FEE

As compensation for the Services described in this Agreement, the Lobbyist shall be paid a fee of \$30,000 to be paid in twelve equal monthly installments, with the first installment to be paid for the period of Services from February 15, 2015 to March 15, 2015. Such fee shall constitute full and complete payment for said Services and all expenditures which may be made and expenses which may be incurred, except as otherwise expressly provided in this Agreement. The Lobbyist shall present a monthly invoice, and the City shall pay monthly installments within thirty (30) days of receipt of invoice therefor unless the work or documentation therefor does not comply with this Agreement. Payments made more than thirty (30) days after the due date may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

VI. LOBBYIST’S EXPENSES

Lobbyist will be reimbursed actual costs for long distance phone calls and courier services (which costs shall be pro-rated if incurred in conjunction with other Lobbyist clients). Lobbyist shall be reimbursed for copies and faxes at rates approved by the City Manager. Additionally, it is understood that in the course of performing its Services under this Agreement the Lobbyist may incur certain extraordinary expenses that go beyond those normal expenses that are either reimbursed as set forth in this Section VI or within the Lobbyist’s fee in Section IV of this Agreement. These expenses include such things as travel. These expenses will be billed at costs and on a pro-rated basis if incurred in conjunction with other Lobbyist clients and only when prior approval is granted by the City. These expenses shall not exceed \$4,000 during the term of this Agreement. The City shall not be obligated to pay any expenses exceeding \$4,000, unless the Lobbyist receives pre-approval from the City to exceed \$4,000. The parties agree that no commissions, fees, expenses or other amounts paid to the Lobbyist in connection with this Agreement shall be paid from any Federal or State appropriated funds.

VII. LOBBYIST’S DUTIES

A. Abilities, Qualifications, Experience, and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the City and the Lobbyist agree and acknowledge that the City enters into this Agreement relying on the special and unique abilities to accomplish the Project of the persons named in page 2 of Appendix A, attached hereto and made a part hereof. The Lobbyist accepts the relationship of trust and confidence established between it and the City by this Agreement. The Lobbyist agrees that if any person named in page 2 of Appendix A must be replaced, the replacement shall possess at least equivalent qualifications and experience and shall be subject to reasonable approval by the City. The Lobbyist covenants with the City to use its best efforts. The Lobbyist shall further the interests of the City and the US 36 MMC according to the City’s direction, requirements and procedures, according to the highest professional standards, and in compliance with all applicable national, federal, state and municipal laws, regulations, codes, ordinances, orders and with

those of any other body having jurisdiction, including but not limited to federal laws and Colorado statutes and constitutional provisions regulating the conduct of lobbyists.

B. No Conflicts.

The Lobbyist represents, covenants, and agrees to and with the City that any persons employed by Lobbyist or working under its direction and control for this Agreement have and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the City and the US 36 MCC. In case of any conflict between interests of the City and any other entity, the Consultant shall fully and immediately disclose the nature and extent of such conflict to the City and shall take no action contrary to the City's interests.

C. Accuracy of Work.

The Lobbyist represents, covenants, and agrees that its work will be accurate and free from any material errors or omissions. The Lobbyist additionally represents, covenants, and agrees that the planning for the Project will conform to all foreseeable uses thereof. City approval shall not diminish or release the Lobbyist's duties since the City is ultimately relying upon the Lobbyist's skill and knowledge; however, the foregoing shall not limit the City's authority to terminate this Agreement as provided herein.

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The Lobbyist agrees to call to the City's attention anything of any nature in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Lobbyist (by the City or any other party) that is unsuitable, improper, or inaccurate in any way. Nothing shall detract from this obligation unless the Lobbyist advises the City in writing that such data is unsuitable, improper, or inaccurate and the City nevertheless confirms in writing that it wishes the Lobbyist to proceed according to the data as originally given.

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The Lobbyist shall submit reports throughout the year to the City and the US 36 MCC detailing work on the Project and Services performed consistent with the scope of work. Reports shall include, but not be limited to, detail of specific Services performed, the status of work on the Project, review of Project efforts and other information pertinent to the Project and Services. The Lobbyist will submit all reports required of it by Federal and State law as a result of its performance of this Agreement. The City will cooperate and use its best efforts to obtain timely signatures on any such reports for which a client signature is required by Federal or State law.

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The Lobbyists shall be solely responsible for and shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. TERMINATION

A. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

B. This Agreement may be terminated by the City for its convenience upon thirty (30) days prior written notice to the Lobbyist.

C. In the event of termination as provided in this Article, the City shall pay the Lobbyist in full for Services performed to the date of termination. Such payment shall be limited to monthly installments due to the date of termination, with the final month prorated. Any Services performed during the notice period require the advance written approval of the City. Said compensation shall be paid upon the Lobbyist's delivering or otherwise making available to the City, and no additional expense other than copying costs, all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Lobbyist in performing the Services included in this Agreement, whether completed or in progress.

IX. INSURANCE

The nature of the relationship of Lobbyist to the City is that of an independent contractor, and as such, the Lobbyist is required as a condition of this to maintain all applicable insurances as required by law, including Workmen's Compensation Insurance and automobile liability insurance for all owned or hired autos used in performing the Services. The Lobbyist shall provide certificates of insurance to the City indicating compliance with this paragraph.

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In connection with its performance of this Agreement, the Lobbyist shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or any other status protected by applicable federal, state or local law. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

XI. PROHIBITED INTEREST

A. The Lobbyist agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Lobbyist further agrees that in the performance of the Agreement, no person having any such interests shall be employed or engaged.

B. No official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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A. Independent Contractor. In the performance of the Services, the Lobbyist shall act as an independent contractor and not as agent of the City except to the extent the Lobbyist is specifically authorized to act as agent of the City. Lobbyist and any persons employed by Lobbyist for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Lobbyist as to details of doing work or to exercise a measure of control over the work mean that Lobbyist shall follow the direction of the City as to end results of the work only. **As an independent contractor, Lobbyist and its employees are not entitled to workers' compensation benefits except as may be provided by the Lobbyist and are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Lobbyist or some other entity. The Lobbyist is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.**

B. Books and Records. The Lobbyist's books and records with respect to the Services and reimbursable costs shall be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for the City's inspection and copying at all reasonable times at the places where the same may be kept. The Lobbyist shall not be required to retain such books and records for more than three (3) years after completion of the Services.

C. Responsibility; Liability – Indemnification. The Lobbyist shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission or other fault of the Lobbyist, any subcontractor of the Lobbyist, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph C.

In any and all claims against the City or any of its officers, agents or employees by any employee of the Lobbyist, any subcontractor of the Lobbyist, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph C shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lobbyist or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

In the event it becomes necessary for the City to bring an action to enforce any provision of this

Agreement or to recover any damages the City may incur as a result of the breach of this Agreement, including, but not limited to defective work, and the City prevails in such litigation, the Lobbyist shall pay the City its reasonable attorney fees as determined by the Court. For any breach of contract claim between the parties, neither Party shall be liable to the other for any punitive damages, even if the Party has had notice of the possibility of such damages.

D. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the City Manager's Office and the Lobbyist who will be designated by the parties promptly upon commencement of the Services.

E. Assignment. The Lobbyist shall not assign this Agreement in whole or in part, including the Lobbyist's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Lobbyist's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Lobbyist of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Lobbyist's right to payment to its surety or lender.

F. Applicable Laws. This Agreement, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of this Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Louisville and the laws of the State of Colorado. The parties agree that venue for any litigation involving this Agreement shall be in the Boulder County District Court.

G. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services for the Project.

H. Waiver. The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver by either Party to this Agreement, either express or implied, of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

I. Employing Illegal Aliens. Appendix B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Lobbyist's Pre-Contract Certification which Lobbyist has executed and delivered to the City prior to Consultant's execution of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO THE CITY MANAGER'S OFFICE, ATTENTION: HEATHER BALSER

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first appearing above.

DUTKO WORLDWIDE, LLC
dba Grayling
By: Dutko Grayling, its member

CITY OF LOUISVILLE

By _____
John Frost
Chief Financial Officer

By _____
Robert P. Muckle
Mayor

Date: _____, 2015

Date: _____, 2015

Address for notices under this Agreement:
Dutko Grayling
Attn: John Frost
412 First Street, SE
Washington, DC 20003

Address for notices under this Agreement:
City of Louisville
Attn: Deputy City Manager
749 Main Street
Louisville, CO 80027

ATTEST:

City Clerk

Appendix A

Dutko/Boyagian Consulting Scope of Work for February 2015 to February 2016 – US 36 Mayors and Commissioners Coalition

Specific Action Steps

1. Schedule and coordinate the fly-in to Washington, DC for MCC members in February/March 2015; facilitate additional opportunities for MCC members and staff to meet with key leaders
 - a. Schedule meetings with Colorado Congressional Delegation
 - b. Schedule meetings with relevant authorizing and appropriations committee staff that will have an impact on US 36 funding
 - c. Schedule meetings with FHWA, FTA, FRA and TIFIA as needed
2. Policy Changes
 - a. Definitional Change to BRT to permit broader eligibility under New and Small Starts
3. Funding Priorities
 - a. Arterial BRT
 - b. N I-25 Bidirectional infrastructure improvements connecting to DUS
 - i. Track FTA and FHWA grant process to advocate and secure funding for BRT
 - c. US 36 improvements
 - i. Continue to support and identify potential funding sources to secure federal funding through Congress and the Department of Transportation; TIFIA, TIGER Grant, Surface Transportation Improvements
 - d. Buses
 - i. Continue to support and identify potential funding sources to secure federal funding

Appendix B

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Dutko Washington, LLC (hereafter “Consultant”) shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Consultant will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Consultant is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:
Dutko Grayling

By: _____
Title: _____

Date

AGREEMENT
TO FURNISH LOBBYIST SERVICES
TO THE
US 36 MAYORS AND COMMISSIONERS COALITION

THIS AGREEMENT, made and entered into effective as of the 15th day of February, 2015, between the CITY OF LOUISVILLE, hereinafter referred to as the "City," and Boyagian Consulting, LLC, hereinafter referred to as the "Lobbyist," is as follows:

WHEREAS, the US 36 Mayors and Commissioners Coalition, hereinafter referred to as the "US 36 MCC," wishes to better promote its position on US 36 transportation issues of concern at the regional, state and federal levels, be it legislative, regulatory, or other; and

WHEREAS, the City of Louisville desires to act on behalf of the US 36 MCC in engaging the Lobbyist to render the professional lobbying services described in this Agreement and the Lobbyist is qualified and willing to perform such services; and

WHEREAS, the cities of Boulder, Longmont, Superior, and Louisville, the City and County of Broomfield, and Boulder County have agreed to mutually participate in the funding of the Lobbyist; and;

WHEREAS, it has been proposed that the lobbyist services desired by the US 36 MCC be provided pursuant to two separate agreements between the City and Boyagian Consulting, LLC, and the City and another firm with the Lobbyist and the other firm to cooperate to provide lobbyist services to the US 36 MCC; and

WHEREAS, sufficient authority exists in charter and statute and sufficient funds have been budgeted for the purposes of this Agreement and are available and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the City and the Lobbyist agree as follows:

I. THE PROJECT

The Project consists of advocating the US 36 MCC's position on pertinent legislative, regulatory and other issues (regional, state, federal) and advising the US 36 MCC in the handling of miscellaneous legislative/intergovernmental issues that may arise on which the Lobbyist is utilized.

II. TERM

The Lobbyist's services are anticipated to be provided between February 15, 2015 and February 15, 2016. The City may extend the term of this Agreement beyond such one year, upon notice to the Lobbyist, as the City determines necessary for smooth progress of the Project and completion of Lobbyist's services. The Lobbyist shall provide services at such times as are necessary in order to promote such smooth progress of the Project.

III. LOBBYIST'S SERVICES

In connection with the Project, the Lobbyist shall undertake the duties and responsibilities and provide the services described in Appendix A, captioned "Scope of Work for February 2015 to February 2016 - US

36 Mayors and Commissioners Coalition," which is attached hereto and made a part hereof, which are hereinafter referred to as the "Services". The Lobbyist shall, in good faith, coordinate and cooperate with Dutko Worldwide, LLC dba Grayling to complete such services as described in Appendix A.

IV. ADDITIONAL SERVICES

When authorized in writing by the City, the Lobbyist agrees to furnish or obtain from others, additional professional services in connection with the Project due to changes in the scope of the Project or its design, subject to mutual written agreement as to additional compensation for additional services.

V. LOBBYIST'S FEE

As compensation for the Services described in this Agreement, the Lobbyist shall be paid a fee of \$30,000 to be paid in twelve equal monthly installments, with the first installment to be paid for the period of Services from February 15, 2015 to March 15, 2015. Such fee shall constitute full and complete payment for said Services and all expenditures which may be made and expenses which may be incurred, except as otherwise expressly provided in this Agreement. The Lobbyist shall present a monthly invoice, and the City shall pay monthly installments within thirty (30) days of receipt of invoice therefor unless the work or documentation therefor does not comply with this Agreement. Payments made more than thirty (30) days after the due date may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

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Agreement or to recover any damages the City may incur as a result of the breach of this Agreement, including, but not limited to defective work, and the City prevails in such litigation, the Lobbyist shall pay the City its reasonable attorney fees as determined by the Court. For any breach of contract claim between the parties, neither Party shall be liable to the other for any punitive damages, even if the Party has had notice of the possibility of such damages.

D. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the City Manager's Office and the Lobbyist who will be designated by the parties promptly upon commencement of the Services.

E. Assignment. The Lobbyist shall not assign this Agreement in whole or in part, including the Lobbyist's right to receive compensation hereunder, without the prior written consent of the City; provided, however, that such consent shall not be unreasonably withheld with respect to assignments to the Lobbyist's affiliated or subsidiary companies, and provided, further, that any such assignment shall not relieve the Lobbyist of any of its obligations under this Agreement. This restriction on assignment includes, without limitation, assignment of the Lobbyist's right to payment to its surety or lender.

F. Applicable Laws. This Agreement, and all questions concerning the execution, validity or invalidity, capacity of the parties, and the performance of this Agreement, shall be interpreted in all respects in accordance with the Charter and Code of the City of Louisville and the laws of the State of Colorado. The parties agree that venue for any litigation involving this Agreement shall be in the Boulder County District Court.

G. Entire Agreement. This Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services for the Project.

H. Waiver. The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver by either Party to this Agreement, either express or implied, of any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

I. Employing Illegal Aliens. Appendix B, the "City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Lobbyist's Pre-Contract Certification which Lobbyist has executed and delivered to the City prior to Consultant's execution of this Agreement.

INSURANCE CERTIFICATES REQUIRED BY THIS AGREEMENT SHALL BE SENT TO THE CITY MANAGER'S OFFICE, ATTENTION: HEATHER BALSER

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first appearing above.

Boyagian Consulting, LLC

CITY OF LOUISVILLE

By _____
Levon Boyagian

By _____
Robert P. Muckle
Mayor

Date: _____, 2015

Date: _____, 2015

Address for notices under this Agreement:
Boyagian Consulting, LLC
Attn: Levon Boyagian
3711 N. Pershing Drive
Arlington, VA 22203

Address for notices under this Agreement:
City of Louisville
Attn: Deputy City Manager
749 Main Street
Louisville, CO 80027

ATTEST:

City Clerk

Appendix A

Dutko/Boyagian Consulting Scope of Work for February 2015 to February 2016 – US 36 Mayors and Commissioners Coalition

Specific Action Steps

1. Schedule and coordinate the fly-in to Washington, DC for MCC members in February/March 2015; facilitate additional opportunities for MCC members and staff to meet with key leaders
 - a. Schedule meetings with Colorado Congressional Delegation
 - b. Schedule meetings with relevant authorizing and appropriations committee staff that will have an impact on US 36 funding
 - c. Schedule meetings with FHWA, FTA, FRA and TIFIA as needed
2. Policy Changes
 - a. Definitional Change to BRT to permit broader eligibility under New and Small Starts
3. Funding Priorities
 - a. Arterial BRT
 - b. N I-25 Bidirectional infrastructure improvements connecting to DUS
 - i. Track FTA and FHWA grant process to advocate and secure funding for BRT
 - c. US 36 improvements
 - i. Continue to support and identify potential funding sources to secure federal funding through Congress and the Department of Transportation; TIFIA, TIGER Grant, Surface Transportation Improvements
 - d. Buses
 - i. Continue to support and identify potential funding sources to secure federal funding

Appendix B

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Boyagian Consulting, LLC (hereafter “Consultant”) shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Consultant will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Consultant is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. Section 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By_____

Title:_____

Date

**SUBJECT: RESOLUTION NO. 5, SERIES 2015 - A RESOLUTION
APPROVING A THIRD AMENDMENT TO THE PURCHASE AND
SALE AGREEMENT BETWEEN LOUISVILLE MILL SITE, LLC
AND THE CITY OF LOUISVILLE**

DATE: FEBRUARY 3, 2015

PRESENTED BY: AARON M. DEJONG, ECONOMIC DEVELOPMENT

SUMMARY:

Staff is requesting City Council approve a third amendment to the Purchase and Sale Agreement for the Historic Grain Elevator project. The modifications made by this third amendment align the PUD submittal dates and the anticipated PUD approval process.

BACKGROUND:

The Grain Elevator, located on the east side of Front Street and south of Pine, has been listed as a contributing property on the National Register of Historic Places. Built in 1908, the Grain Elevator is historically and visually the most significant structure associated with the agricultural history in Louisville. Its frame construction and functional design illustrate an important architectural resource associated with agriculture. The Grain Elevator is in the historic Old Town Louisville area defined in the Historic Preservation Fund ballot measure and consequently is eligible for Historic Preservation Fund grant funding. The site consists of 1.069 acres, contains the Grain Elevator, a 3,360 SF retail building in which Tilt! Pinball, a pinball arcade, is located, and one small storage building.

The City Council approved Resolution No. 3 Series 2013 approving a Purchase and Sale Agreement with Louisville Mill Site LLC, an entity owned by Randy Caranci and Erik Hartronft. The Agreement outlines the terms and conditions between the parties to stabilize the Historic Grain Elevator, sell the property to Louisville Mill Site, LLC, and provide incentives for stabilization and redevelopment of the area.

DISCUSSION:

This third amendment makes the following changes to the Agreement:

- 1) The Closing shall occur thirty (30) calendar days after the receipt of the Approvals but no later than June 30, 2015.

Extending the closing date to June 30, 2015 will allow enough time for the property PUD approvals and landmarking hearings to occur. The PUD is currently scheduled for consideration by City Council in April or May 2015.

- 2) Extend the date to complete the stabilization Scope of Work from December 31, 2014 to October 31, 2015.

SUBJECT: RESOLUTION NO. 5, SERIES 2015

DATE: FEBRUARY 3, 2015

PAGE 2 OF 2

The stabilization project has seen delays. Significant wood rotting was discovered and has required additional time to address without negatively affecting the structure. Extending the completion to October 31, 2015 gives Louisville Mill Site LLC the entire 2015 building season to complete the Scope of Work.

RECOMMENDATION:

Staff recommends approving the attached Resolution approving the Third Amendment to the Purchase and Sale Agreement between Louisville Mill Site, LLC and the City of Louisville.

ATTACHMENTS:

1. Resolution approving the Third Amendment
2. Third Amendment to the Purchase and Sale Agreement
3. Second Amendment to the Purchase and Sale Agreement
4. First Amendment to the Purchase and Sale Agreement
5. Original Purchase and Sale Agreement

**RESOLUTION NO. 5
SERIES 2015**

**A RESOLUTION APPROVING A THIRD AMENDMENT TO THE PURCHASE
AND SALE AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND
LOUISVILLE MILL SITE, LLC.**

WHEREAS, the City of Louisville (“City”) is the owner of that certain real property totaling 1.069 acres, more or less, commonly referred to as the downtown Louisville Grain Elevator site located at 540 and 544 Front Street, which property is legally described on Exhibit A attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the historic Louisville Grain Elevator on the Property is a significant historic structure in the community which helps tell the story of the area’s agricultural history; and

WHEREAS, the preservation, restoration and rehabilitation of the historic Louisville Grain Elevator is a project worthy of funding from the City’s Historic Preservation Fund (HFP); and

WHEREAS, A Purchase and Sale Agreement (“Agreement”) between the City and Louisville Mill Site, LLC, (“LMS”) was approved on August 20, 2013 by Resolution No. 3, Series 2013; and

WHEREAS, a First Amendment to the Agreement was executed on November 1, 2013; and

WHEREAS, a Second Amendment to the Agreement was executed on June 3, 2014; and

WHEREAS, City Council by this Resolution desires to approve a Third Amendment to the Purchase and Sale Agreement and authorize its execution;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF LOUISVILLE, COLORADO:**

Section 1. The proposed third amendment to the Purchase and Sale Agreement (“Agreement”) between City of Louisville and Louisville Mill Site, LLC is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor and City Manager, or either of them, is authorized to execute the third amendment, except that the Mayor and City Manager are hereby granted the authority to negotiate and approve such revisions to said Contract as they determine

are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

Section 3. The City Council hereby further approves of, ratifies and confirms all actions heretofore taken in connection with sale of the Property in accordance with the Agreement.

PASSED AND ADOPTED this _____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Third Amendment to Purchase and Sale Agreement (this “Third Amendment”) is made this day _____ of _____, 2015, by and between Louisville Mill Site, LLC, a Colorado limited liability company (“Purchaser”) and City of Louisville, Colorado, a Colorado municipal corporation (“Seller”).

WHEREAS, Purchaser and Seller entered into a Purchase and Sale Agreement dated September 27, 2013 (the “Agreement”); and

WHEREAS, Purchaser and Seller executed a First Amendment to the Purchase and Sale Agreement dated November 1, 2013 to change the Effective Date of the Agreement to October 22, 2013; and

WHEREAS, Purchaser and Seller executed a Second Amendment to the Purchase and Sale Agreement dated June 3, 2014 to modify dates within the Agreement; and

WHEREAS, Purchaser and Seller desire to further amend the Agreement to modify dates in the Agreement to reflect the current process of Approvals needed. All capitalized terms not otherwise defined in this Amendment shall have the definitions accorded to those terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Section 5.1 is hereby replaced with the following language:

The Closing. The Closing shall occur thirty (30) calendar days after the receipt of the Approvals but no later than June 30, 2015. Closing shall take place at 10:00 a.m. at the offices of the Title Company in Boulder, Colorado (the “Closing Date”) or other date or time or other place as the parties may agree in writing.

2. Section 9.18 of the Agreement is hereby amended to replace “December 31, 2014” with “October 31, 2015” wherever appearing so that said Section read as follows:

Stabilization of Grain Elevator. Purchaser agrees to stabilize the Grain Elevator structure in accordance with a Scope of Work mutually agreed upon by Purchaser and Seller, which Scope of Work shall be attached hereto as Exhibit C prior to the commencement of any stabilization activities. The work completed under the Scope of Work shall conform to the Department of Interior Standards for Rehabilitation (“the Department Standards”), and determinations regarding the specific work, materials, techniques and other undertakings necessary to achieve such

conformity shall be made by the Louisville City Manager. The contractors performing the Scope of Work shall be qualified and have experience and expertise in completing stabilization and rehabilitation of historic structure in accordance with the Department Standards, and the City Manager shall have the right to approve or disapprove the contractors proposed for the work based on the City Manager's review of such qualifications. The Purchaser shall complete the stabilization Scope of Work and receive written City approval thereof by October 31, 2015. In the event Purchaser does not complete the stabilization Scope of Work and receive written City approval thereof by October 31, 2015, Seller shall have the right to require Purchaser re-convey to Seller by special warranty deed title to Lot 2, together with rights of access over Outlot A and the right to not less than six parking spaces within Outlot A. The City's rights under this Section may, at the City's option, be set forth in the special warranty deed conveying Lot 2 to Purchaser. Such remedies are in addition to the provisions of this Agreement providing that title to Lot 3 shall not be transferred to Purchaser until Purchaser has completed the stabilization Scope of Work and received written City approval thereof. In the event Purchaser cannot complete the stabilization Scope of Work by October 31, 2015 solely due to acts of God or other circumstances constituting force majeure beyond the control of Purchaser, then such completion deadline shall be extended by that number of days that is equal to the number of days of the existence of such acts of God or other circumstance constituting force majeure.

3. Effect of this Amendment. As amended by the terms hereof, the Agreement is in full force and effect and is hereby ratified by the parties, with both parties acknowledging that no defaults exist under the Agreement by the other party.
4. Conflict. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.
5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto.

NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, this Amendment to Purchase and Sale Agreement is made of the day and year first above written.

SELLER:

CITY OF LOUISVILLE, COLORADO, a
Colorado municipal corporation

By: _____
Robert P. Muckle, Mayor

ATTEST:

By: _____
Nancy Varra, City Clerk

PURCHASER;

LOUISVILLE MILL SITE, LLC, a
Colorado limited liability company

By: _____
Randall C. Caranci, Member

By: _____
J. Erik Hartronft, Member

**RESOLUTION NO. 31
SERIES 2014**

**A RESOLUTION APPROVING A SECOND AMENDMENT TO THE PURCHASE AND
SALE AGREEMENT BETWEEN THE CITY OF LOUISVILLE AND LOUISVILLE MILL
SITE, LLC.**

WHEREAS, the City of Louisville ("City") is the owner of that certain real property totaling 1.069 acres, more or less, commonly referred to as the downtown Louisville Grain Elevator site located at 540 and 544 Front Street, which property is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the historic Louisville Grain Elevator on the Property is a significant historic structure in the community which helps tell the story of the area's agricultural history; and

WHEREAS, the preservation, restoration and rehabilitation of the historic Louisville Grain Elevator is a project worthy of funding from the City's Historic Preservation Fund (HFP); and

WHEREAS, A Purchase and Sale Agreement ("Agreement") between the City and Louisville Mill Site, LLC, ("LMS") was approved on August 20, 2013 by Resolution No. 44, Series 2013; and

WHEREAS, a First Amendment to the Agreement was executed on November 1, 2013; and

WHEREAS, City Council by this Resolution desires to approve a Second Amendment to the Purchase and Sale Agreement and authorize its execution;

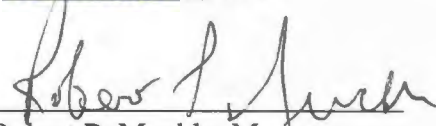
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The proposed second amendment to the Purchase and Sale Agreement ("Agreement") between City of Louisville and Louisville Mill Site, LLC is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor and City Manager, or either of them, is authorized to execute the second amendment, except that the Mayor and City Manager are hereby granted the authority to negotiate and approve such revisions to said Contract as they determine are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

Section 3. The City Council hereby further approves of, ratifies and confirms all actions heretofore taken in connection with sale of the Property in accordance with the Agreement.

PASSED AND ADOPTED this 3rd day of June, 2014.


Robert P. Muckle, Mayor



Nancy Varra

Nancy Varra, City Clerk

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Second Amendment to Purchase and Sale Agreement (this "Second Amendment") is made this day 3rd of June, 2014, by and between Louisville Mill Site, LLC, a Colorado limited liability company ("Purchaser") and City of Louisville, Colorado, a Colorado municipal corporation ("Seller").

WHEREAS, Purchaser and Seller entered into a Purchase and Sale Agreement dated September 27, 2013 (the "Agreement"); and

WHEREAS, Purchaser and Seller executed a First Amendment to the Purchase and Sale Agreement dated November 1, 2013 to change the Effective Date of the Agreement to October 22, 2013; and

WHEREAS, Purchaser and Seller desire to further amend the Agreement to modify dates in the Agreement to reflect the process of Approvals needed. All capitalized terms not otherwise defined in this Amendment shall have the definitions accorded to those terms in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Section 1.4 is hereby replaced with the following language:

Approvals. Subject to Purchaser approving the Property during the Examination Period, Purchaser shall be solely responsible for submitting to the City a Planned Unit Development ("PUD") and Subdivision Plat Application, with an accompanying Subdivision Agreement, for the Property ("Approvals") within one hundred eighty (180) calendar days after the Effective Date. Except as provided in Section 4.1, Purchaser shall bear all cost for processing and obtaining the Approvals, including engineering, planning and governmental processing, but Seller will sign all PUD and Plat Application and otherwise cooperate with Purchaser at no cost to Seller. Unless otherwise agreed by the Seller and Purchaser: (i) the Approvals will not encumber the Property prior to Closing, but such Approvals are anticipated to be obtained in time to be executed on the date of Closing; and (ii) upon any termination of this Agreement prior to Closing, the Seller and Purchase shall have no obligation to finalize, execute or file the Approvals. The Approvals will include platting of lots and creation and dedication of easements as further described in Article 9, below. The Parties agree and acknowledge that the Approvals and other actions of the City contemplated herein are matters of legislative and/or quasi-judicial discretion and no assurances of the granting of such Approvals or taking of such other actions have been made by Seller. Furthermore, the Parties agree and acknowledge that the time schedule for processing the Approvals is beyond the control of the Purchaser and Seller, and in the event that the Approvals cannot be obtained by Purchaser to be executed within 1 day of the date of Closing, the Parties hereby agree that the date for Closing will be adjusted accordingly.

Upon termination of this Agreement, Purchaser will deliver to Seller all reports, studies and similar documents (except for financial analysis prepared by Purchaser for the Property which are considered proprietary and shall not be provided to Seller by Purchaser), prepared for or by Purchaser concerning the Property and Seller may use such work product for any and all purposes. Seller shall reimburse Purchaser for the costs in accordance with section 4.1.3.

2. Section 5.1 is hereby replaced with the following language:

The Closing. The Closing shall occur thirty (30) calendar days after the receipt of the Approvals but no later than February 20, 2015. Closing shall take place at 10:00 a.m. at the offices of the Title Company in Boulder, Colorado (the "Closing Date") or other date or time or other place as the parties may agree in writing.

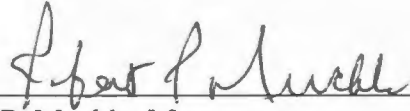
3. Effect of this Amendment. As amended by the terms hereof, the Agreement is in full force and effect and is hereby ratified by the parties, with both parties acknowledging that no defaults exist under the Agreement by the other party.
4. Conflict. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.
5. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto.

NEXT PAGE IS THE SIGNATURE PAGE


IN WITNESS WHEREOF, this Amendment to Purchase and Sale Agreement is made of the day and year first above written.

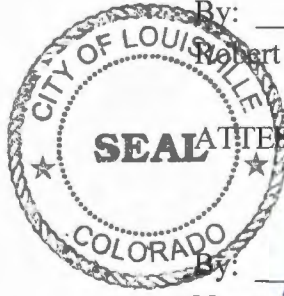
SELLER:

CITY OF LOUISVILLE, COLORADO, a
Colorado municipal corporation

By: 
Robert P. Muckle, Mayor

ATTEST:


By: 
Nancy Varra, City Clerk

The seal is circular with a double-lined border. The outer ring contains the text "CITY OF LOUISVILLE" at the top and "COLORADO" at the bottom, separated by two stars. The center of the seal features the word "SEAL" in a bold, serif font.

PURCHASER;

LOUISVILLE MILL SITE, LLC, a
Colorado limited liability company

By: 
Randall C. Caranci, Member

By: 
J. Erik Hartronft, Member

**AMENDMENT TO PURCHASE
AND SALE AGREEMENT**

This Amendment to Purchase and Sale Agreement (this "Amendment") is made this day 1ST of NOVEMBER, 2013, by and between Louisville Mill Site, LLC, a Colorado limited liability company ("Purchaser") and City of Louisville, Colorado, a Colorado municipal corporation ("Seller").

WHEREAS, Purchaser and Seller entered into a Purchase and Sale Agreement dated September 27, 2013 (the "Agreement"); and

WHEREAS, Purchaser and Seller desire to amend the Agreement to modify the Effective Date for the Agreement. All capitalized terms not otherwise defined in this Amendment shall have the definitions accorded to those terms in the Agreement.

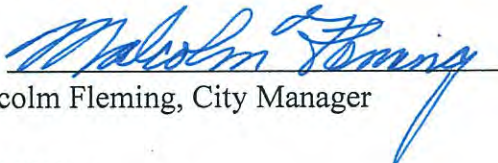
NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the Agreement as follows:

1. Change of Effective Date: The Effective Date for the Agreement is hereby changed to October 22, 2013.
2. Effect of this Amendment. As amended by the terms hereof, the Agreement is in full force and effect and is hereby ratified by the parties, with both parties acknowledging that no defaults exist under the Agreement by the other party.
3. Conflict. In the event of any conflict between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.
4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto.

IN WITNESS WHEREOF, this Amendment to Purchase and Sale Agreement is made of the day and year First above written.

SELLER:

CITY OF LOUISVILLE, COLORADO, a
Colorado municipal corporation

By: 
Malcolm Fleming, City Manager

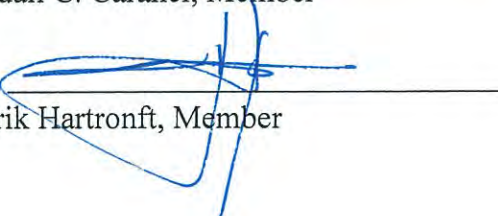
ATTEST:

By: 
Aaron M. DeJong, Economic Development Director

PURCHASER;

LOUISVILLE MILL SITE, LLC, a
Colorado limited liability company

By: 
Randall C. Caranci, Member

By: 
J. Erik Hartronft, Member

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the 27th day of SEPTEMBER 2013 (the "Effective Date"), by and between LOUISVILLE MILL SITE, LLC, a Colorado Limited Liability Company ("Purchaser"), and CITY OF LOUISVILLE, COLORADO, a Colorado municipal corporation ("Seller" or "City"). Purchaser and Seller are collectively referred to as "the Parties."

RECITALS

A. Seller owns that certain real property described on Exhibit A attached hereto and by this reference incorporated herein containing in aggregate approximately 1.069 acres (approximately 46,546 square feet) of land ("the Land").

B. Purchaser desires to purchase from Seller the Land, the improvements thereon and certain other interests therein.

C. The Parties desire that certain improvements be made to the Grain Elevator structure on the Land.

D. The Parties desire to enter into this Agreement to set forth their mutual understandings regarding the purchase and sale of the Land, the completion of improvements to the Grain Elevator structure, and related matters.

COVENANTS

IN CONSIDERATION of the foregoing and the mutual agreements herein, the Parties hereto agree as follows:

ARTICLE 1. **PURCHASE AND SALE**

1.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey and Purchaser agrees to purchase and pay for the following described property: (a) The Land together with all estates, rights, hereditaments, easements and rights of way appurtenant thereto; and (b) Seller's interest, if any, in any contracts, licenses, permits, construction plans, studies, analyses, governmental approvals, development rights, utility rights (including any rights to water and sewer taps) and similar rights related to the Land, whether granted by governmental authorities or private persons (collectively, the "Property").

1.2 Purchase Price. The purchase price ("Purchase Price") for the Property is Two Hundred Thousand and 00/100 Dollars (\$200,000.00), and shall be payable as follows:

1.2.1 Ten Thousand Dollars (\$10,000.00) (the "Deposit") shall be paid by Purchaser to Fidelity National Title Company, 4875 Pearl East Circle, #300, Boulder, Colorado 80301 (the "Title Company") in cash or by certified or wire transfer funds within three (3) business days following the Effective Date.

1.2.2 The balance of the Purchase Price shall be paid by Purchaser at the closing of the purchase and sale provided for in Article 5 (the "Closing") by bank cashier's check or certified check made payable to Seller or by wire transfer of federal funds to an account designated by Seller.

1.3 Deposit Generally. This Agreement shall terminate if Purchaser fails to pay the Deposit, or any portion thereof, within the time period specified therefor. The Deposit is subject to increases as noted herein. The Deposit will be held by the Title Company in an interest-bearing account as an earnest money deposit and part payment of the Purchase Price and credited to Purchaser at the Closing; reference herein to the Deposit shall mean and include all interest earned thereon. The Deposit shall be applicable to the Purchase Price and shall be fully refundable until the end of Purchaser's Examination Period (as defined in Section 4.1) at which time the Deposit will become non-refundable except in the event of Seller's breach or the failure of a condition precedent to Purchaser's obligation to close (pursuant to Section 1.4). The Title Company shall hold and disburse the Deposit in accordance with the terms of this Agreement unless otherwise directed by written notice signed by Purchaser and Seller.

1.4 Approvals. Subject to Purchaser approving the Property during the Examination Period, Purchaser shall be solely responsible for submitting to the City a Planned Unit Development ("PUD") and Subdivision Plat Application, with an accompanying Subdivision Agreement, for the Property ("Approvals") within ninety (90) calendar days after the Effective Date. Except as provided in Section 4.1, Purchaser shall bear all cost for processing and obtaining the Approvals, including engineering, planning and governmental processing, but Seller will sign all PUD and Plat Application and otherwise cooperate with Purchaser at no cost to Seller. Unless otherwise agreed by the Seller and Purchaser: (i) the Approvals will not encumber the Property prior to Closing, but such Approvals are anticipated to be obtained in time to be executed on the date of Closing; and (ii) upon any termination of this Agreement prior to Closing, the Seller and Purchase shall have no obligation to finalize, execute or file the Approvals. The Approvals will include platting of lots and creation and dedication of easements as further described in Article 9, below. The Parties agree and acknowledge that the Approvals and other actions of the City contemplated herein are matters of legislative and/or quasi-judicial discretion and no assurances of the granting of such Approvals or taking of such other actions have been made by Seller. Furthermore, the Parties agree and acknowledge that the time schedule for processing the Approvals is beyond the control of the Purchaser and Seller, and in the event that the Approvals cannot be obtained by Purchaser to be executed within 1 day of the date of Closing, the Parties hereby agree that the date for Closing will be adjusted accordingly.

Upon termination of this Agreement, Purchaser will deliver to Seller all reports, studies and similar documents (except for financial analysis prepared by Purchaser for the Property which are considered proprietary and shall not be provided to Seller by Purchaser), prepared for or by Purchaser concerning the Property and Seller may use such work product for any and all purposes. Seller shall reimburse Purchaser for the costs in accordance with section 4.1.3.

ARTICLE 2.
DOCUMENTS TO BE DELIVERED TO PURCHASER

2.1 Documents to be Delivered to or Obtained by Purchaser. On or before ten (10) calendar days following the Effective Date, Seller will provide Purchaser with any existing survey(s) of the Property and will make available for inspection and copying at Seller's offices documents referred to in Section 1.1 (b) above, if any, which are in the possession of Seller. Purchaser shall either accept the Seller's existing survey, update the existing survey or obtain a new ALTA survey at its sole cost which shall be certified to Purchaser, Seller and the Title Company ("Survey"). Within fifteen (15) calendar days after the Effective Date, Seller shall deliver to Purchaser, at Seller's expense, a title insurance commitment issued by the Title Company showing the status of record title to the Property (a "Commitment") and committing to insure, subject to the exceptions and requirements set forth therein, title to the Property in Purchaser in the amount mutually determined by the parties and Title Company (but not to exceed Seller's price for its purchase) under an Owner's Policy of Title Insurance, ALTA Form 1992 with standard printed exceptions deleted (subject to any matters disclosed by the Survey) ("Owners Policy"). Seller shall cause the Title Company to deliver to Purchaser legible copies of all recorded documents referred to in the Commitment, together with copies of any covenants to which the Property will be subjected at or before Closing. Extended title coverage or endorsements will be issued only at the request of Purchaser and will be at Purchaser's sole expense. The Commitment, together with the Schedule B-2 documents referenced therein are referred to collectively herein as "Title Documents." The Title Documents, Survey, and any other document, report or information relative to the Property that is delivered to or obtained by Purchaser are sometimes collectively referred to herein as "Property Information."

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES

3.1 Seller's Representations. Seller represents and warrants to Purchaser as of the Effective Date of this Agreement as follows:

3.1.1 Seller is a municipal corporation duly organized and legally existing under the laws of the State of Colorado. The person executing this Agreement on behalf of Seller has the authority so to act.

3.1.2 To Seller's actual, present knowledge, the performance by Seller under this Agreement is consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller or the Property is bound.

3.1.3 To Seller's actual, present knowledge, there is no litigation pending or, to Seller's actual, present knowledge, threatened, which would affect the Property or Seller's ownership thereof.

3.1.4 Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and Seller will furnish to Purchaser at Closing an affidavit confirming the same.

3.1.5 The Property will be conveyed by Seller to Purchaser free and clear of all leases or tenancies by other parties claiming through Seller, except for leases or tenancies effected pursuant to this Agreement.

3.1.6 Seller shall notify Purchaser in writing if, at any time prior to Closing, there are any material changes to the foregoing representations and warranties adverse to Purchaser and in such event Purchaser has the right, but not the obligation to terminate this Agreement within ten (10) business days after said notice is delivered by Seller, whereupon the Deposit in full shall be returned to Purchaser from the Title Company.

3.2 Purchaser's Representations. Purchaser hereby represents and warrants to Seller as of the Effective Date of this Agreement as follows:

3.2.1 Purchaser is a limited liability company duly formed and in good standing under the laws of the State of Colorado.

3.2.2 This Agreement constitutes the legal, valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms. The execution and delivery of this Agreement, and Purchaser's performance under this Agreement, are within Purchaser's powers and have been duly authorized by all necessary company action. The person(s) executing this Agreement on behalf of Purchaser has the authority to so act.

3.3 Disclaimer of Certain Representations and Warranties.

3.3.1 Purchaser acknowledges that Seller is affording Purchaser the opportunity for full and complete investigations, examinations and inspections of the Property. Except as specifically set forth herein, Purchaser acknowledges and agrees that Seller has not made any independent investigation or verification of, nor has any knowledge of, the accuracy or completeness of any of the Property Information and the Property Information is being furnished to Purchaser at its request and for the convenience of Purchaser. Purchaser is relying solely on its own investigations of the Property and is not relying in any way on Property Information furnished by Seller. Seller expressly disclaims any representations or warranties with respect to the accuracy or completeness of the Property Information and any duty of disclosure provided in this Agreement, and Purchaser releases Seller and Seller's officers, employees, agents and representatives, from any and all liability with respect to the Property Information and the Property, except for the warranty of title set forth in the special warranty deeds delivered at Closing.

3.3.2 Purchaser acknowledges that it is purchasing the Property based solely on its inspection and investigation of the Property and that Purchaser will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of the Closing. Without limiting the foregoing, Purchaser acknowledges that, except as expressly set forth in this Agreement, Seller, its officers, employees, agents and representatives have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties

of any kind or character whatsoever, whether express or implied, oral or written, with respect to the Property, including, without limitation, the condition of the Land, the existence or nonexistence of Hazardous Materials (defined below), water or water rights, development rights, taxes, bonds, covenants, conditions and restrictions, topography, drainage, soil, subsoil, utilities, zoning, or other rules and regulations affecting the Property. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY. As used herein, the term "Hazardous Materials" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinance adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law now or hereafter in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos.

3.3.3 Purchaser's failure to elect to waive the conditions pursuant to Section 1.4, Section 4.1 or Section 4.2 shall be deemed an acknowledgment by Purchaser that Purchaser has inspected the Property, is thoroughly acquainted with and accepts its condition, and has reviewed, to the extent necessary, in its discretion, all the Property Information and Seller shall not be liable or bound in any manner by any oral or written information pertaining to the Property furnished by Seller, Seller's officers, employees, agents or representatives.

3.3.4 Upon closing, Purchaser shall assume the risk that adverse physical, environmental, governmental compliance, geotechnical and other conditions from whatever source may have been revealed by Purchaser's investigations, and Purchaser, upon closing, shall be deemed to have waived, relinquished and released Seller, and Seller's officers, employees, agents and representatives, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind or character, known or unknown, which Purchaser might have asserted or alleged against Seller or Seller's officers, employees, agents and representatives at any time by reason of or arising out of any latent or patent physical conditions, violations of

applicable laws (including without limitation any Environmental Laws) and any and all other acts, omissions, events, circumstances or matters regarding the condition of the Property.

ARTICLE 4.
CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE

The obligation of Purchaser to purchase the Property and Seller's right to delivery of the Deposit is subject to the satisfaction of the following conditions precedent in Section 4.1 on or before the expiration of the Examination Period or expiration of the title objection deadline, and if the conditions are not so satisfied, the unsatisfactory conditions may either be waived by Purchaser in writing designated as a waiver, or Purchaser may terminate this Agreement in which event Purchaser shall be returned the Deposit in full from the Title Company and the parties will be released from all obligations hereunder other than those provisions hereof which expressly contemplate survival of termination.

4.1 Examination Period. Purchaser shall have sixty (60) calendar days following the Effective Date (the "Examination Period"), in which to inspect and evaluate the Property to determine the suitability of the Property for Purchaser's intended use.

4.1.1 At any and all times during the term of this Agreement, Purchaser and Purchaser's representatives, agents, consultants and designees shall have the right to enter upon the Property, at Purchaser's own cost, for any purpose in connection with its proposed purchase, development or operation of the Property, including, without limitation, the right to make such inspections, investigations and tests as Purchaser may elect to make or obtain.

4.1.2 Purchaser shall pay promptly when due for all work performed on the Property by Purchaser, or at Purchaser's instance or request, including, without limitation, all inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property, all of which shall be the sole expense of Purchaser unless subject to reimbursement by Seller pursuant to Section 4.1.3. Any and all liens, whether threatened or actually filed, against any portion of the Property resulting from Purchaser's inspection of the Property, or as a result of work performed or materials supplied at Purchaser's instance or request, shall be satisfied and removed by Purchaser within five (5) business days after notice thereof is given to Purchaser. Purchaser shall indemnify, defend, protect and hold Seller harmless from any claims, injuries, losses, liens, judgments, liabilities, damages or expenses (including reasonable attorneys' fees and costs) arising out of or incurred in connection with the activities of Purchaser, its agents, designees, or representatives, including entering onto or otherwise inspecting the Property hereunder, or arising from or in connection with any and all mechanic's liens and physical damage to property or persons arising out of any such entry by Purchaser or its agents, designees or representatives. The indemnification obligation of Purchaser hereunder shall survive the termination of this Agreement.

4.1.3 If on or before the expiration of the Examination Period, Purchaser determines for any reason or for no reason not to proceed with the acquisition of the Property, Purchaser may elect by written notice to Seller given on or before expiration of the Examination Period to terminate this Agreement, and upon giving such notice this Agreement shall terminate, the Deposit shall be returned to Purchaser by the Title Company, and the parties shall be released of all further obligations under this Agreement, except for those obligations which expressly survive termination hereof, including reimbursement to Purchaser for work to complete the Scope of Work. If, however, Purchaser fails to give such notice, then the condition precedent set forth in Section 4.1 shall be deemed satisfied and this Agreement will continue in full force and effect. Upon termination of this Agreement, Purchaser will deliver to Seller all reports, studies, and similar documents (except for financial analysis prepared by Purchaser for the Property which are considered proprietary and shall not be provided to Seller by Purchaser) prepared for or by Purchaser concerning the Property and Seller may use such work product for any and all purposes if Seller has reimbursed Purchaser for such work product. Seller shall reimburse Purchaser for the cost of such reports, studies and similar documents that are necessary for Purchaser's work to complete the Scope of Work, but not for any such documents that are for Purchaser's own use in determining the suitability of the Property for Purchaser's intended use. (Thus, by way of illustration only, Seller will reimburse for hazardous materials studies and reports, drawings, and specifications needed to implement the Scope of Work, and for costs associated with the Plat and Landmark designation, but not any market or financial studies obtained by Purchaser or any Purchaser costs for preparation of the PUD, unless mutually agreed by the Parties).

4.2 Title Documents. Purchaser shall have thirty (30) calendar days after Purchaser's receipt of the Title Documents and Survey to object, in a writing delivered to Seller, to any matters shown on the Title Documents. Purchaser shall have thirty (30) calendar days after Purchaser's receipt of the ALTA survey(s) as contemplated in Section 2.1 above in which to object, in a writing delivered to Seller, to any matters shown on the Survey. Notwithstanding the foregoing, Purchaser hereby expressly accepts, and hereby expressly waives any objections to, all matters disclosed on and by that certain survey dated June 11, 2012 and prepared by Scott, Cox & Associates, Inc. and bearing Job No. 12298 ("the 2012 Survey"), a copy of which 2012 Survey has been provided to Purchaser prior to its execution of this Agreement. All matters disclosed on and by the 2012 Survey are deemed "Permitted Exceptions" as of the Effective Date.

If Seller is willing to cause the cure or removal of any of the matters to which Purchaser objects upon terms acceptable to Purchaser in Purchaser's sole and absolute discretion, which cure may, with Purchaser's consent, include insuring over such objectionable title matters, then Seller shall so notify Purchaser within ten (10) calendar days of Seller's receipt of Purchaser's notice. If Seller does not respond, or chooses not to cure or remedy all of Purchaser's objections, or if Seller is unable to remove any such matters, Purchaser may elect either: (a) to terminate this Agreement by delivery of written notice to Seller within ten (10) calendar days after Purchaser's receipt of Seller's notice and receive a full refund of the Deposit from the Title Company; or (b) waive or modify such objection and to complete the transaction as otherwise contemplated by this Agreement. If Seller elects to cure or remove any title or survey matters objected to by

Purchaser, and Seller cannot thereafter cure or remove the same by Closing, Seller shall have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt to cure, insure over or remove such exceptions or defects to the satisfaction of Purchaser. In the event of Purchaser's election to terminate this Agreement pursuant to this Section 4.2, upon Seller's receipt of Purchaser's written notice of such election, this Agreement shall terminate, the Deposit shall be returned to Purchaser from the Title Company, and the parties shall be released of all further obligations under this Agreement, except for those obligations which expressly survive termination hereof as provided in Article 8, and Purchaser shall be reimbursed by Seller for costs in accordance with Section 4.1.3. If Purchaser does not elect to terminate this Agreement in accordance with this Section 4.2, Purchaser shall thereby be deemed to have indicated its acceptance of, and waiver of any and all objection to all matters, exceptions and requirements set forth on the Commitment or the Survey, and its acceptance of the status of title to the Property generally. At such time, all matters then shown on Schedule B-2 of the Title Commitment and the Survey shall be deemed "Permitted Exceptions," except that there shall be no exception for leases or tenancies.

4.3. License to Purchaser Prior to Closing. Purchaser and Seller acknowledge that securing the Property and stabilizing the Grain Elevator structure are important steps to preserve the Grain Elevator Site. In order to minimize further deterioration of the Property, the Purchaser is granted a revocable license to access the Property and exercise the following rights regarding the Property as of the Effective Date. Purchaser shall have the right to secure the entire Property, or portions thereof with appropriate fencing, locks, or other deterrents; to proceed with hazardous waste abatement/animal mitigation within the Grain Elevator structure; to remove and dispose of any items within the Grain Elevator structure which Seller agrees are not, and have never been a part of the historic fabric of the Grain Elevator structure or the Grain Elevator machinery & equipment; to activate utilities in the Purchaser's name; to commence stabilization and weatherization of the Grain Elevator structure per the terms of this Agreement; to make any improvements to the site and structure on the proposed Lot 3; and to negotiate proposed leases or other arrangements for use of any portion of the Property prior to transfer to Purchaser of title to such portion(s) of the Property. All proposed temporary or permanent improvements or alterations to any portion of the Property, as well as abatement/mitigation work and measures to secure the Property, and any contracts for some or any work to be accomplished on the Property shall require prior written approval by the City Manager.

With respect to any expenses incurred, or any income generated by the Purchaser prior to closing, all costs incurred shall be the responsibility of the Purchaser, subject to any reimbursement per Sections 4.1.3 and 9.20, and all income generated shall be retained by the Purchaser. Leases or other arrangements for use of any portion of the Property shall name the City as Master Lessor, and Purchaser as Lessor, with Tenant (Lessee) responsible for payment to Lessor along with other responsibilities per the terms of the Lease until transfer to Purchaser of title to the subject portion of the Property, at which time the City shall assign all rights, title and interest as Master Lessor to Purchaser. Leases or other arrangements for use of any portion of the Property shall be in a form and with terms acceptable to the City Manager. In the event of Termination of this Agreement, rights and responsibilities of the Lessor thereafter arising per the Lease shall be assumed by the City.

In the event Purchaser does not close on the purchase of the Property pursuant to this Agreement, then prior to the Termination Date Purchaser shall cease its occupancy of the Property, remove any temporary improvements, leased or other equipment, or materials on the Property, and on the Termination Date, all fixed improvements on the Property shall become the property of the Seller. Purchaser shall promptly pay all outstanding contracts and obtain lien releases for work accomplished on the Property. Purchaser shall be reimbursed per the terms of this Agreement for any work related to the Scope of Work. Purchaser shall not be reimbursed for improvements related to Lot 3 or building, or for any temporary improvements unrelated to the Scope of Work.

ARTICLE 5. **THE CLOSING**

5.1 The Closing. The Closing shall occur thirty (30) calendar days after the receipt of the Approvals but no later than two hundred forty (240) calendar days after the Effective Date. Closing shall take place at 10:00 a.m. at the offices of the Title Company in Boulder, Colorado (the "Closing Date") or other date or time or other place as the parties may agree in writing.

5.2 Obligations of Seller at Closing. Seller shall have the following obligations at Closing:

5.2.1 Seller shall execute, have acknowledged and deliver to Purchaser a special warranty deed conveying title to Purchaser to the Property, excepting Lot 3 (defined in Section 9.16, below) subject only to the Permitted Exceptions free and clear of leases, tenancies and parties in possession.

5.2.2 Seller shall execute, have acknowledged and deliver to the Title Company a special warranty deed conveying title to Purchaser to Lot 3, subject only to the Permitted Exceptions free and clear of lease, tenancies and parties in possession, other than lease(s), tenancies and parties in possession pursuant to Section 4.3. The special warranty deed for Lot 3 shall be delivered to Purchaser and recorded only after Purchaser has completed the stabilization Scope of Work for the Grain Elevator structure and received written City Manager approval thereof. The Parties shall execute escrow instructions consistent with the foregoing or, in lieu thereof, shall arrange for a separate closing on Lot 3 at the time required under this Agreement, in which case all provisions of this Agreement concerning closing documents and the issuance of the Owner's Policy shall be construed to apply to each closing.

5.2.3 Seller shall cause the Title Company to deliver to Purchaser either: (a) a current Owner's Policy on the Property to be issued pursuant to the Commitment showing no lien, encumbrance or other restriction other than the Permitted Exceptions; or (b) an unqualified written commitment from the Title Company to deliver such an Owner's Policy.

5.2.4 Seller shall deliver to Purchaser an affidavit setting forth Seller's federal tax identification number and certification that it is not a "foreign person" within the meaning of the Internal Revenue Code.

5.2.5 Seller shall execute such other documents as are required by this Agreement or reasonably required by the Title Company to effectuate the transaction contemplated herein.

5.2.6 Seller shall execute an assignment of any interest as Master Lessor in any leases to the Purchaser.

5.3 Obligations of Purchaser at Closing. Purchaser shall deliver the Purchase Price less the amount of the Deposit to Seller, subject only to the adjustments set forth in Section 5.4, by certified or bank cashier's check or by wire transfer of federal funds at Seller's direction. Purchaser shall execute such other documents as are required by this Agreement or reasonably required by the Title Company to effectuate the transaction contemplated herein.

5.4 Closing Costs. Closing costs and adjustments shall be allocated as follows:

5.4.1 Seller will pay the cost of the Owner's Policy of Title Insurance to be provided pursuant to the terms of this Agreement, one-half of any escrow or other Title Company closing fees, and the fees of Seller's counsel.

5.4.2 Real property taxes levied against the Property and other regular expenses, if any, affecting the Property shall be paid or shall be prorated as of 11:59 p.m. on the day preceding the Closing based upon the most recent assessments and mill levy and shall be final. For purposes of calculating proration, Purchaser shall be deemed to be in title to the Property and therefore entitled to the income and responsible for the expenses, for the entire day upon which the Closing occurs. Except as expressly provided herein, all proration adjustments shall be final as of the Closing Date. Any apportionments which are not expressly provided for herein shall be made in accordance with customary practice in Denver, Colorado. To the extent any revenues or costs are not reasonably ascertainable, such adjustments, if and to the extent known and agreed upon as of the Closing, shall be paid by Purchaser to Seller (if the proration results in a net credit to the Seller) or by Seller to Purchaser (if the proration results in a net credit to the Purchaser), by increasing or reducing the cash portion of the Purchase Price to be paid by Purchaser at the Closing.

5.4.3 Purchaser shall pay the cost of recording the special warranty deeds and other conveyance documents, all documentary fees and taxes, the Plat, PUD, Subdivision Agreement and any other documents to be recorded in connection with the Approvals, which documents for the Approvals shall be recorded at closing, one-half of the escrow fees or other Title Company closing fees and the fees of Purchaser's counsel. Seller shall pay the cost of recording the landmark resolution and conservation easement described in Section 9.17 below, which documents shall be recorded at, or prior to closing.

5.5 Closing Contingency. Purchaser acknowledges that Seller's obligation to close on the sale of the Property is expressly contingent upon adoption by the City and final effectiveness of an ordinance authorizing transfer of the Land as required by the City Charter. In addition to all other rights and remedies of Purchaser and Seller hereunder, either party shall

have the right to terminate this Agreement and make the same of no further force and effect in the event such ordinance is not finally effective as of the Closing Date or in the event any action whatsoever is commenced to defeat or enjoin the Seller's performance under this Agreement; provided, however, that Seller shall also have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt satisfy the foregoing contingency to the satisfaction of Purchaser.

ARTICLE 6.

DEFAULT AND TERMINATION

6.1 Time of Essence. Time is of the essence of the obligations of the parties.

6.2 Purchaser Default. If Purchaser shall fail to terminate this Agreement as provided in Section 1.4, Section 4.1.3 or Section 4.2 and thereafter fails to consummate this Agreement for any reason other than Seller's default hereunder or following a condemnation under Article 7 or if Purchaser is otherwise in default of performing its obligations hereunder, then following written notice of such default given by Seller to Purchaser and the failure of Purchaser to cure such default within twenty (20) business days following receipt of such notice, Seller shall be entitled to terminate this Agreement and have the Deposit paid to Seller as liquidated damages as Seller's sole and exclusive remedy. In the event of such termination, Seller shall reimburse Purchaser for costs in accordance with Section 4.1.3 and 9.20. THE PARTIES HERETO ACKNOWLEDGE THAT SELLER'S DAMAGES DUE TO PURCHASER'S DEFAULT HEREUNDER ARE DIFFICULT TO ASCERTAIN AND AGREE THAT THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES.

6.3 Seller Default. If Seller shall fail to consummate this Agreement for any reason other than Purchaser's default hereunder or termination of this Agreement by a party hereto or if Seller is otherwise in default of performing its obligations hereunder and fails to cure such default within twenty (20) business days following written notice thereof, Purchaser, as its sole and exclusive remedy, shall either: (a) elect to terminate this Agreement and have the Deposit returned to Purchaser from the Title Company and be reimbursed by Seller for expenses as indicated in 4.1.3 & 9.20; or (b) elect to seek specific performance of this Agreement from Seller because of such default. PURCHASER ACKNOWLEDGES THAT SPECIFIC PERFORMANCE OF SELLER'S OBLIGATIONS HEREUNDER IS PURCHASER'S SOLE REMEDY, AND PURCHASER SHALL NOT BE ENTITLED TO OR CLAIM ANY FORM OF DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ECONOMIC DAMAGES, OR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.

6.4 Effect of Termination. Upon termination of this Agreement pursuant to either Section 6.2 or Section 6.3, neither party shall thereafter have any further obligations to the other party except as contemplated by said Sections and except for any provisions of this Agreement which expressly survive such termination as provided in Article 8.

ARTICLE 7.

CONDEMNATION

Promptly upon learning of the institution, prior to Closing, of any proceedings for the condemnation of any part of the Land, Seller or Purchaser will immediately notify the other in writing of the pendency of such proceedings. At Purchaser's election which shall be made within sixty (60) calendar days following Purchaser's receipt of written notice of such condemnation or eminent domain proceedings Purchaser may at its option either: (a) terminate this Agreement by notifying Seller within the sixty (60) calendar day period and receive a full refund of the Deposit from the Title Company and the parties shall be relieved of all obligations hereunder except those that expressly survive termination hereof; or (b) elect to consummate the transaction provided for herein. In the event Purchaser so elects to consummate the transaction then this Agreement shall remain in full force and effect and Seller shall assign to Purchaser any and all of its right, title and interest in and to any award or other benefits made or to be made in connection with such condemnation or eminent domain proceeding to the extent affecting the Land. Purchaser shall be entitled to participate with Seller in all negotiations and dealings with the condemning authority in respect of such matter; provided, however, that Purchaser shall have the right to finally approve any agreement with the condemning authority. Purchaser shall take title to the remainder of the Land with the assignment of such proceeds and subject to such condemnation or eminent domain proceeding and without reduction in the Purchase Price. As of the Effective Date, Seller has received no notice from any condemning authority of condemnation proceedings for any portion of Seller's Land described on Exhibit A, nor as of the Effective Date has Seller, which is a municipal corporation, adopted any resolution initiating condemnation proceedings for any property adjacent to the Seller's Land.

ARTICLE 8.

SURVIVAL OF REPRESENTATIONS AND WARRANTIES

No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement. The representations, warranties and indemnities made by the parties to this Agreement and the covenants and agreements to be performed or complied with by the respective parties under this Agreement before the Closing Date shall be deemed to be continuing and shall survive the Closing; provided, however, the representations and warranties of Seller and Purchaser shall terminate on the date which is twenty-four (24) months after the Closing Date. Nothing in this Article shall affect the obligations and indemnities of the parties with respect to covenants and agreements contained in this Agreement that are permitted or required to be performed in whole or in part after the Closing Date.

ARTICLE 9.

MISCELLANEOUS

9.1 Effect of Headings. The subject headings of articles, paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

9.2 Entire Agreement/Survival of Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. This Agreement and all provisions hereof shall survive the Closing contemplated hereunder except as expressly set forth herein to the contrary.

9.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 Assignment. This Agreement may not be assigned by Purchaser without the prior written consent of Seller, which consent may be granted or withheld at the sole discretion of Seller.

9.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service, if served personally on the party to whom notice is given, upon confirmed facsimile transmission, or on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows, or to alternate addresses as may be indicated by the Parties:

To Seller at:

City of Louisville
749 Main Street
Louisville, Colorado 80027
Attention: Aaron DeJong, Economic Development Director
Phone: (303) 335-4531
Email: aarond@Louisvilleco.gov

with a copy to:

Light, Kelly & Dawes, P.C.
1512 Larimer Street, Suite 300
Denver, Colorado 80202
Attention: Samuel Light
Phone: (303) 298-1601
Email: slight@lhdlaw.com

To Purchaser at

Louisville Mill Site, LLC
950 Spruce Street, Suite 1A
Louisville, CO 80027
Attention: Randall C. Caranci or J. Erik Hartronft
Phone: (303) 910-0019, or (303) 673-9304
Email: randy@carancicorp.com, and erik@hapedesign.com

with a copy to:

Tienken & Associates, P.C.
824 Pine Street
Louisville, CO 80027
Attention: Jim Tienken
Phone: (303) 673-9373
Email: jctienken@tienkenlaw.com

9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

9.7 Time Calculations. Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays and state or national holidays; provided that if the date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday, or state or national holiday in Denver, Colorado, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday in Denver, Colorado. Each day shall be deemed to expire at 5:00 p.m. Mountain Standard Time.

9.8 Broker's Fees. Each of the parties represents and warrants to the other that it has not employed, retained or otherwise utilized any broker or finder in connection with any of the transactions contemplated by this Agreement and no broker or person is entitled to any commission or finder's fees in connection with the transaction. The parties each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

9.9 Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each party shall be responsible for and pay its own attorneys' fees and other costs.

9.10 Partial Invalidity. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9.11 Special Taxing Districts.

SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASER SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICTS, EXISTING MILL LEVIES OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES.

9.12 Further Acts. Each of the parties hereto covenants and agrees with the other, upon reasonable request from the other, from time to time, to execute and deliver such additional documents and instruments and to take such other actions as may be reasonably necessary to give effect to the provisions of this Agreement.

9.13 Amendment. This Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written agreement executed by Purchaser and Seller.

9.14 Subdivision Agreement Improvement Guarantees. In the event Purchaser is required to provide the City with an "Improvement Guarantee" under the Subdivision Agreement required in connection with the Approvals, then in that event, at the sole option of Purchaser, the Improvement Guarantee may be satisfied by cash, an irrevocable letter of credit, or performance bond. The letter of credit or bond shall be in a form and substance as reasonably approved by the City and if a bond, such guarantee shall be accompanied by a personnel guarantee from the owners of the entity executing the Subdivision Agreement.

9.15 Public Use Dedication Waived. The Land described in Exhibit A and the property directly to the south and identified by the Boulder County Assessor's Office as Parcel # 157508400021 ("the South Parcel") shall not be obligated to provide land or a fee-in-lieu payment to satisfy the City's Public Use Dedication requirement that would otherwise apply in connection with the Approvals. The foregoing shall not prohibit the City from requiring such a dedication or fee in-lieu thereof in the event there is a redevelopment subsequent to the development under the Approvals that proposes solely residential use.

9.16 Subdivision of Property. Prior to closing, Seller and Purchaser shall process the Subdivision Plat that is part of the Approvals in order to plat the Land and the South Parcel to create one parcel containing the Grain Elevator structure and site ("Lot 2"), one parcel containing the former NAPA Auto Parts building ("Lot 3"), one parcel for remaining portions of

the Land and South Parcel ("Lot 1"), and one outlot for joint access and shared parking ("Outlot A"), together with platting and dedication of necessary public and private easements, to include without limitation a storm sewer easement near the north boundary of the Land. A concept for the potential Subdivision Plat is attached as Exhibit D; however, the final configuration of the lots, outlots, and easements shall be as determined through the platting process. The Subdivision Plat shall be recorded at closing and the legal descriptions in the special warranty deeds to be delivered from Seller to Purchaser shall conform to the Subdivision Plat and requirements of the Title Company.

9.17 Landmarking and Conservation Easement of Grain Elevator Parcel. Seller shall landmark Lot 2 prior to closing and the landmark resolution shall be recorded prior to recording of any of the special warranty deeds conveying the Land to Purchaser. Exhibit D sets forth a concept for the boundaries of Lot 2 to be landmarked; the final boundaries of Lot 2 to be landmarked shall be as approved by the Louisville City Council through the platting and landmarking process. At closing, Purchaser shall grant to Seller a conservation easement over Lot 2, and Purchaser shall also dedicate easements to prohibit construction of any buildings or other improvements without Seller's express written consent for all of Outlot A, and the utility and access easement areas on adjacent strips of Lot 3 and Lot 1, for preservation of view corridors and other limitations intended to further historic preservation purposes. The conservation easement shall be in substantially the form attached as Exhibit B. Exhibit D includes a conceptual depiction of the areas to be subject to the conservation easement; the final legal descriptions for such areas shall be determined prior to closing, and included on Plat for the Property & South Parcel. The granting of such conservation easement shall be a condition of closing and the conservation easement shall be recorded immediately after the special warranty deed conveying the Land (excepting Lot 3) to Purchaser. The conservation easement shall be conveyed to Seller free and clear of all mortgages, deeds of trust and other liens and encumbrances (excepting only those acceptable to Seller), and Purchaser shall cause the Title Company to issue upon closing an Owner's title insurance policy insuring Seller's ownership of the easement in an amount determined by Seller. Seller shall pay the title insurance premium for the Owner's Policy issued for the conservation easement.

9.18 Stabilization of Grain Elevator. Purchaser agrees to stabilize the Grain Elevator structure in accordance with a Scope of Work mutually agreed upon by Purchaser and Seller, which Scope of Work shall be attached hereto as Exhibit C prior to the commencement of any stabilization activities. The work completed under the Scope of Work shall conform to the Department of Interior Standards for Rehabilitation ("the Department Standards"), and determinations regarding the specific work, materials, techniques and other undertakings necessary to achieve such conformity shall be made by the Louisville City Manager. The contractors performing the Scope of Work shall be qualified and have experience and expertise in completing stabilization and rehabilitation of historic structure in accordance with the Department Standards, and the City Manager shall have the right to approve or disapprove the contractors proposed for the work based on the City Manager's review of such qualifications. The Purchaser shall complete the stabilization Scope of Work and receive written City approval thereof by December 31, 2014. In the event Purchaser does not complete the stabilization Scope of Work and receive written City approval thereof by December 31, 2014, Seller shall have the right to require Purchaser re-convey to Seller by special warranty deed title to Lot 2, together with rights of access over Outlot A and the right to not less than six parking spaces within Outlot

A. The City's rights under this Section may, at the City's option, be set forth in the special warranty deed conveying Lot 2 to Purchaser. Such remedies are in addition to the provisions of this Agreement providing that title to Lot 3 shall not be transferred to Purchaser until Purchaser has completed the stabilization Scope of Work and received written City approval thereof. In the event Purchaser cannot complete the stabilization Scope of Work by December 31, 2014 solely due to acts of God or other circumstances constituting force majeure beyond the control of Purchaser, then such completion deadline shall be extended by that number of days that is equal to the number of days of the existence of such acts of God or other circumstance constituting force majeure.

9.20 Contribution by Seller to Stabilization. Seller agrees to make available Five Hundred Thousand Dollars (\$500,000) in Historic Preservation Fund grant funds for the completion of the stabilization Scope of Work to be attached as Exhibit C. The stabilization contribution by Seller shall be reduced dollar for dollar for any amount received from other governmental entities and that are contributed to Purchaser by Seller to complete the Scope of Work, except that this dollar-for-dollar reduction shall not apply to the first One Hundred Thirty-Two Thousand Seven Hundred Fifty-Two Dollars (\$132,752) of other governmental funds received to complete the Scope of Work. The funds made available by Seller pursuant to this Section shall be disbursed for reimbursement of labor and materials costs for work performed prior to or after closing and shall be administered as indicated herein. It is understood by the Parties that the payment of grant funds to the Purchaser by the Seller are not subject to a matching fund provision, but Purchaser is responsible for costs in excess Seller's grant contributions, as provided herein. In the event that any grant funds are remaining at the completion of the Scope of Work, Purchaser may utilize unexpended grant funds for any additional work included in the Historic Structure Assessment dated May 2, 2011 prepared by Anderson Hallas Architects, P.C. for the Seller. Disbursement and use of Seller funds shall be subject to the following:

9.20.1 Disbursement Request Process. For each disbursement request, Purchaser shall submit to the City Manager, as applicable, copies of all invoices and pay records for all labor and materials used to complete the portion of the Work for which disbursement is sought, or, as applicable, copies of any contracts (which shall include required pay schedules) relating to any disbursements for which Purchaser requests disbursement prior to completion of Work. Each invoice shall contain sufficient detail regarding the element of Work that has been or will be completed and shall relate directly to the Work items. The Purchaser shall submit a single IRS Form W-9 (and/or other forms as required by the Finance Department) completed and signed by the Purchaser for each calendar year during the project; true and complete copies of all applicable payment records, agreements and orders for labor and materials; and such other supporting documentation as the City Manager may require. When the City Manager determines in his sole discretion that a submission is complete and payable pursuant to the terms of this Agreement, the City will make the applicable disbursement directly to the Purchaser or its designated payee within 15 days of such disbursement request. In the event that the City Manager determines that a disbursement request is deficient, the City Manager shall immediately notify Purchaser of the deficiencies in order for Purchaser to correct any such deficiencies and resubmit the disbursement request. The City acknowledges that time is of the essence with respect to

disbursements from the grant funds and that any delay in making disbursements could result in the late payments being made to contractors or subcontractors which will hinder the project. No interest shall be paid on amount subject to reimbursement. The Purchaser is responsible for ensuring that all contractors and suppliers are paid with funds specified in this Agreement.

9.20.2 Eligible Costs. Costs eligible for reimbursement from the grant funds shall be limited to those permitted under Ballot Issue 2A approving the Historic Preservation Tax. Any uncertainty as to the eligibility of a cost item shall be determined by the City Manager, whose determination shall be final except that, within 30 days of the Manager's determination, any disagreement as to the eligibility of a cost item may be submitted to the City Council for its determination, and the Council's decision shall be the final administrative determination of the City. Notwithstanding the foregoing, the City and Purchaser agree that the following cost principles shall apply with respect to the use of grant funds:

9.20.2.1 Purchaser overhead costs shall not be eligible for grant funds.

9.20.2.2 Site improvements to portions of the Property other than the Grain Elevator structure shall be eligible for grant funds provided the resultant improvement or feature is part of the landmark designation or governed by the conservation easement provisions intended to preserve and protect the Grain Elevator structure's historical, architectural, and cultural interest and value. The parties acknowledge that site improvements that may be eligible, if so determined by the City, may include site improvements, subdivisions, establishment of utilities and infrastructure to support the Grain Elevator structure and other portions of the Property, landscaping on the Property only for grading and turf, gravel or other ground surface treatments needed to provide proper drainage of the site, permit and permit application fees, a potential new addition to the Grain Elevator structure and other costs that are customarily incurred by a developer toward a project of this nature.

9.20.2.3 Interior improvements to the Grain Elevator Structure shall be eligible for grant funds if it permitted under Ballot Issue 2A approving the Historic Preservation Tax.

9.20.2.4 All costs associated with and described in the Scope of Work for stabilization of the Grain Elevator, and hazardous material mitigation shall be eligible for grant funds.

9.20.2.5 Direct soft costs related to the Scope of Work, such as Engineering fees and Architect's fees (which may be paid to member(s) of Purchaser), and testing agency fees, shall be eligible for Grant funding, subject to the following limitation: Professional Fees paid to any company or entity owned in full or in part by a member of the Purchaser for work associated with the Scope of Work shall be limited to 8% of the hard cost for the Scope of Work.

9.20.3 Costs Above Grant; Events requiring modification of Agreement. The Purchaser shall be responsible for and pay all costs in excess of the Seller's contributions required to complete the Scope of Work. If the contributions by Seller specified in this Section 9.20 are deemed to be taxable income to Purchaser or any members of Purchaser, the parties agree that if it is determined by Purchaser to be in its best interest to modify this Agreement to allow the contributions to be in the form of a non-recourse, forgivable loan to Purchaser, so long as such modification does not affect any other substantive terms or intentions of this Agreement, such modification may be made prior to the first distribution of funds and the parties will cooperate with each other in order to modify this Agreement accordingly.

9.21 Building Permit Fee Rebates. The City shall rebate to Purchaser 50% of the planning and building related permit and application fees for any rehabilitation, modification or new construction project on the Land that commences prior to March 31, 2016, required under Louisville Municipal Code, section 15.04.050 and section 108.2 of the International Building Code as adopted by the City.

9.22 Use Tax Rebate-Construction. The City shall rebate to Purchaser 50% of the Construction Use Tax on the building materials for any rehabilitation, modification or new construction project on the Land or South Parcel that receives approval and commences after the Effective Date and prior to March 31, 2016, required under Louisville Municipal Code, section 3.20.300, excluding all revenues from the open space tax and historic preservation tax.

9.23 Plan Review Fee Rebates. The City shall rebate to Purchaser 50% of the application and plan review fees for any Planned Unit Development, Subdivision Plat, Floodplain Development Permit, Landmark Designation or Alteration Certificates, rehabilitation, modification or new construction project on the Land or South Parcel that receives approval and commences after the Effective Date and prior to March 31, 2016.

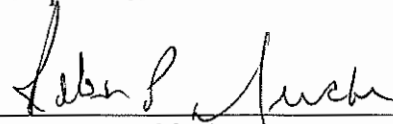
9.24 Timing of Rebates; Repayment. The rebates set forth in Sections 9.21, 9.22, and 9.23 will be disbursed within 30 days after notice from Purchaser that Purchaser has made payment of such fees that are subject to a rebate.

IN WITNESS WHEREOF, the parties to this Agreement have set forth their hand, to be effective as of the Effective Date

SELLER:

CITY OF LOUISVILLE, COLORADO, a Colorado
municipal corporation


By:


Robert P. Muckle, Mayor

ATTEST:



By:


Nancy Varra

PURCHASER:

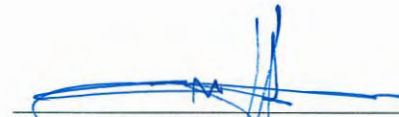
LOUISVILLE MILL SITE, LLC

By:


Randall C. Caranci

Title: Member

By:


J. Erik Hartronft

Title: Member

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Beginning at the Southeast corner of Block 4 of the Original Town of Louisville, thence South 10 feet to Corner Number One, the true point of beginning; thence Easterly along South line of alley, 221 feet, more or less to Corner Number Two, said Corner Number Two being the intersection of the South line of said alley extended East with Acme Switch; thence Southwesterly along the curve of said Acme Switch to Corner Number Three, said Corner Number Three being the intersection of Acme Switch with West line of County Road No. 124, said Corner Number Three bears South 21° 41' West, 455 feet, more or less, from Corner Number Two; thence North, 14° 12' West, 435 feet, more or less, to place of beginning; excepting a strip for County Road No. 124 described in Road Book "B" at Page 239 of the records of the County Clerk and Recorder's Office of Boulder County, said tract being in the Southeast ¼ of the Southeast ¼ of Section 8, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado,

Said parcel being more precisely described as follows:

A parcel of land located in the Southeast ¼ of Section 8, Township 1 South, Range 69 West of the 6th P.M., City of Louisville, County of Boulder, State of Colorado and being more particularly described as follows:

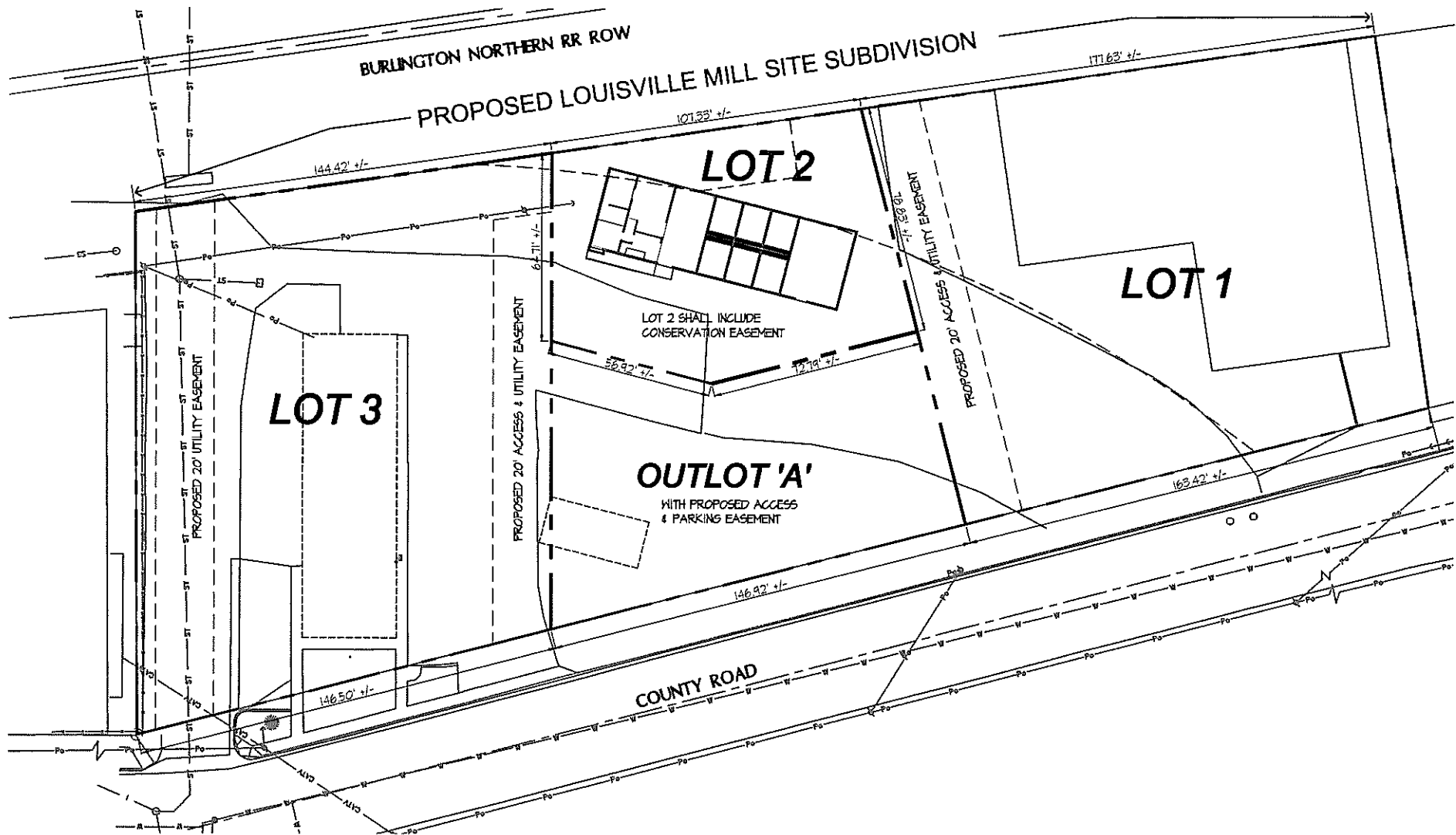
Commencing at the Southwest corner of Block C, Original Town of Louisville; thence along the West line of said Block C, South 00° 17'53" East, 10.00 feet to the true point of beginning;

Thence along the South line of the 10 foot alley shown on the Original Town of Louisville, North 89° 42'07" East, 178.49 feet to the Westerly right of way of the Burlington Northern Railroad; thence along said Westerly right of way, South 81° 14'20" East, 116.93 feet to the Northerly line of Acme Switch/Spur; thence along said Northerly line as described at Reception No. 253376 of the Boulder County records along the arc of a curve to the right having a radius of 458.34 feet and a central angle of 36° 20'10" (chord bears South 20° 01'16" West, 285.82 feet) a distance of 290.67 feet to the Easterly right of way of County Road 124, whence the Northwest corner of Lot 2 of Mansour-Engel Subdivision (being the Northwest corner of Lot 2 of Schreiter Subdivision) bears South 14° 15'16" East, 61.31 feet and from this Northwest corner the Northeast corner of said Lot 2 bears North 81° 38'25" East, 128.91 feet; thence along said Easterly right of way line of County Road 124 North 14° 15'16" West, 395.53 feet to the point of beginning.

The basis of bearings for this description is the North line of Lot 2 of Mansour-Engel (being the North line of Lot 2 Schreiter Subdivision) which bears South 81° 38'25" West a distance of 128.91 feet (128.89 Plat).

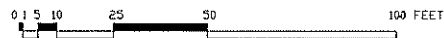
EXHIBIT - A

Depiction of Property - Louisville Mill Site



1 CONCEPT PLAN FOR SUBDIVISION PLAT

1" = 40'



NOTE - DRAWINGS, IMAGES, & OTHER DATA INCLUDED HEREIN ARE CONCEPTUAL & ARE SUBJECT TO CHANGE.

Exhibit B
Conservation Easement Form

GRANT OF CONSERVATION EASEMENT IN GROSS
(Louisville Mill Site Lot 2 – 540 Front Street)

THIS GRANT OF CONSERVATION EASEMENT IN GROSS (“Easement”) is made this ____ day of _____, 2014, by Louisville Mill Site, LLC, a Colorado limited liability company (hereinafter “Owner”) to the City of Louisville, a Colorado home rule municipal corporation (hereinafter “City”).

RECITALS

WHEREAS, Owner is the owner in fee simple of certain real property legally described as Lot 2 Louisville Mill Site Subdivision, City of Louisville, County of Boulder, State of Colorado, including all improvements thereon (“the Property”), which Property is depicted in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the improvements upon the Property owned by Owner include the Louisville Grain Elevator Structure located upon Lot 2 of said Subdivision (“the Structure”), which Structure is individually listed in the National and Colorado State Registers of Historic Places and is a Louisville Historic Landmark; and

WHEREAS, the Structure has certain elements of historical, architectural, and cultural interest and value, which elements are collectively described in Exhibit B attached hereto and incorporated herein by reference (“the Historic Elements”); and

WHEREAS, in exchange for the grant of this Easement, the City has agreed to expend monies from its Historic Preservation Fund to allow Owner to stabilize, restore and preserve the Structure as detailed in the City-approved Scope of Work and related plans and specifications for completion of such work (“the Project”); and

WHEREAS, the conservation purpose of this grant is recognized by, and will serve, at least and without limitation, the following clearly delineated governmental conservation policy:

C.R.S. § 38-30.5-101, et seq., providing for the establishment of conservation easements “appropriate to the conservation and preservation of buildings, sites, or structures having historical, architectural, or cultural interest or value;” and

WHEREAS, Owner desires to grant to the City in perpetuity a conservation easement in gross, pursuant to Article 30.5, Title 38, C.R.S., over and across the Property for the purpose of preserving and protecting the Structure’s historical, architectural, and cultural interest and value, which are of great importance to the Owner, City, and the people of the City of Louisville and are worthy of preservation; and

WHEREAS, the City desires to acquire from Owner a conservation easement in gross on the Property, in order to preserve and protect the Structure’s historical, architectural, and cultural interest and value in perpetuity consistent with the terms and conditions hereof.

GRANT OF EASEMENT

NOW, THEREFORE, in specific consideration for the expenditure of Historic Preservation Fund monies by the City for the preservation and restoration of the Structure, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged and confessed, and pursuant to Section 38-30.5-101 et seq., C.R.S., Owner intends and does hereby grant and convey to the City, its successors and assigns, in perpetuity a Conservation Easement in Gross ("Easement") over the Property for the purposes of preserving and protecting the Structure and the Structure's elements of historical, architectural, and cultural interest and value. This Easement encompasses and encumbers the Property described as Lot 2, Louisville Mill Site Subdivision, City of Louisville, County of Boulder, State of Colorado, including the Structure and all improvements thereon.

I. COVENANTS, CONDITIONS, AND RESTRICTIONS

This Easement conveys to the City an interest in the Property as hereinafter specifically provided, which includes the benefit of the following covenants, conditions and restrictions:

1.1 The Structure and its Historic Elements shall not be visually or structurally altered without the City's Consent (as defined below) except that nothing herein shall require the City's Consent to change the exterior paint color of the Structure or to repair and maintain the Historic Elements and structural integrity of the Structure (such as glass replacement, carpentry for the purpose of repairing damaged wood work, and roofing replacement to match approved existing construction materials).

1.2 The Structure shall not be demolished without the City's Consent, except as may be required by law.

1.3 The Structure and its Historic Elements shall be maintained in a good and sound state of repair in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*, as modified from time to time (the "Standards"), to prevent deterioration. Such maintenance and repair includes replacement, repair, and reconstruction by Owner whenever reasonably necessary to preserve the Structure in substantially the same condition as that existing on the date the Project is completed.

1.4 Nothing shall be erected, installed or stored on the Property that impairs the visibility of the Structure from the Front Street right-of-way or grade level. This subsection shall not preclude temporary (not to exceed 90 days within a 12 month period) storage for materials or equipment needed to preserve the Historic Elements.

1.5 Expansion to the Structure on Lot 2 is allowed provided the expansion is solely to the eastern façade of the Structure, does not exceed the height of the existing Structure, and uses design and materials consistent with the Historic Elements of the Structure. Reconstruction of a porte cochere is also allowed in similar design and material as depicted in historic photo attached

as Exhibit C. Any expansion or reconstruction must receive City Consent in accordance with Section 2.1 of this Agreement.

1.6 Owner, at its expense, shall: (i) keep the Property and the Structure insured by a reputable insurance company licensed and in good standing in the State of Colorado with a replacement cost insurance policy against loss or damage resulting from fire, windstorm, vandalism, explosion and such other hazards as typically required by prudent property owners in the same geographic area as the Structure, sufficient to ensure restoration of the structure in the event of loss or physical damage; and (ii) carry and maintain commercial general liability insurance on the Property, including premises liability insurance, with coverage of not less than \$1,000,000 each occurrence. The insurance policies required to be obtained or maintained by Owner shall name the City as, respectively, loss payee under the required property coverage and an additional insured on the liability insurance. The property coverage policy shall contain provisions to ensure that the amount of the coverage is periodically adjusted for inflation. Owner shall promptly provide to the City certificates of insurance required by this Section 1.4 and all supplements or endorsements thereto on an annual basis or as such insurance policies are entered into, renewed or amended.

1.7 There shall not be any division of the Property (whether or not a subdivision as defined by state or local law, and whether or not the division is legal or physical) without the City's Consent.

1.8 Owner shall bear all costs of operation, upkeep, and maintenance of the Property and the Structure, and the City shall have no liability or responsibility of any kind related to the ownership, operation, insurance, or maintenance of the Property or the Structure. Owner shall pay before delinquency all real estate taxes, assessments, fees or charges properly levied upon the Property and shall furnish the City with evidence of payment upon request. Owner shall keep the Property free of any liens or encumbrances for obligations incurred by Owner, other than liens or encumbrances secured by the Property, Structure or Project that are subordinated to this Easement.

II. ADMINISTRATIVE PROVISIONS

2.1 The City has the discretion when reviewing applications from Owner pursuant to Section I, to give or withhold City Consent, conditionally or unconditionally, but such City Consent shall not be unreasonably withheld, conditioned or delayed. "City Consent" as used herein, means that the Owner has applied for and been issued a landmark alteration certificate or demolition permit, as applicable, or other applicable permit or approval from the City in accordance with the provisions of Chapter 15.36 or other applicable provisions of the Louisville Municipal Code, as amended from time to time.

2.2 Owner agrees that representatives of the City may upon prior reasonable notice and at times reasonably acceptable to Owner to inspect and document the Structure and the Property, including the Structure. Inspections will normally occur outside the Structure, except if the City determines interior access is reasonably necessary to establish compliance with this

Easement or to document the condition of the Structure and the Property or administer historic preservation applications.

III. CONDEMNATION AND EXTINGUISHMENT

3.1 Owner shall notify the City of any condemnation proceeding with respect to the Property. The City has the option, but not the obligation, to participate in any action or settlement with respect to any condemnation and to claim that percentage of the proceeds that the amount of Historical Preservation Fund funding for the Project bears to the overall cost of the Project as determined by Owner's and City's Project and building permit records.

3.2 If unexpected circumstances arise after the granting of this Easement which render impossible or impractical the purposes of this Easement, then this Easement may be extinguished but only with the express, prior written consent of the City, as evidenced by an instrument signed by the Mayor and authorized by resolution or ordinance of the Louisville City Council. In the event of any such extinguishment the City shall be entitled to claim from the proceeds of any disposition that percentage of the proceeds that the amount of Historical Preservation Fund funding for the Project bears to the overall cost of the Project as determined by Owner's and City's Project and building permit records.

IV. DAMAGE OR DESTRUCTION

In the event that any part of the Structure or its Historic Elements shall be damaged or destroyed by casualty, the City shall have the right to require the Owner to restore or reconstruct the parts damaged or destroyed if the City believes, in its sole discretion, that the purposes and intent of this Easement will be served by such restoration or reconstruction. If Owner fails to restore or reconstruct the damaged or destroyed part after the City has directed the Owner to do so, the City, in its sole discretion, may restore or reconstruct the damaged or destroyed parts, and the City's costs to do so shall constitute a lien on the Property until repaid by Owner. Alternatively, the City, in its sole discretion, may direct that the damaged or destroyed parts not be restored or reconstructed and that the Owner pay to the City that percentage of the insurance proceeds received that represent the amount that the Historic Preservation Fund funding for the Project bears to the overall cost of the Project as determined by Owner's and City's Project and building permit records.

V. REMEDIES FOR BREACH

5.1 Upon a breach of any provision of this Easement, the City may pursue all available legal and equitable remedies, including injunction, to prevent or seek remedy for such violation. The prevailing party in any enforcement shall be entitled to reasonable attorney fees, costs and expenses. Owner expressly agrees that if it is admitted by Owner or found by a court of law that Owner or Owner's officers, agents, representatives or employees directly acted

pursuant to Owner's instructions, to cause a demolition or willful destruction of any part of the Structure or its Historic Elements, the City, in addition to any other equitable relief, is entitled to recover as liquidated damages the full amount of Historic Preservation Fund funds contributed to the Project. Owner agrees for itself and its successors and assigns that such liquidated damages are reasonable as of the date of Owner's execution hereof.

5.2. If the Structure or any of its Historic Elements have substantially deteriorated as a result of a breach of Section 1.3, then the City may send written notice to Owner requesting that the Project be repaired to achieve a level of maintenance consistent with Section 1.3. If, within ninety (90) days of receipt of such notice, Owner fails to commence the implementation of repair actions reasonably satisfactory to the City, then the City or its agents may enter upon the Property and cause repairs to be made at Owner's sole expense. Owner's failure to reimburse the City for any actions taken by the City pursuant to this Section within 30 (thirty) days of Owner's receipt of invoice(s) and supporting documentation for such actions shall constitute a lien on the Property accruing interest at the lesser of the maximum per annum rate permitted by law or 12% per annum. Upon payment by Owner of all amounts due to the City pursuant to this Section, including all interest accrued hereunder, the City shall deliver to Owner a release of the lien.

VI. WARRANTY OF TITLE; SUBORDINATION

Owner, for itself and its successors, does covenant and warrant to the City that Owner has good and sufficient title to the Property; that Owner has full right, power and authority to grant the Easement herein conveyed; that there are no monetary encumbrances on the Property other than taxes and special assessments for the year 2013; that the Easement herein granted is free and clear from all liens, mortgages, taxes, assessments, encumbrances, and restrictions of whatever kind or nature whatsoever, except taxes and special assessments for the year 2013, and easements, restrictions, reservations of minerals, covenants, and rights of way of record; and that Owner shall forever defend the Easement herein conveyed in the quiet and peaceable possession of the City, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. No provision of this Easement shall be construed as impairing the ability of Owner to use this Property as collateral for subsequent borrowing provided that all mortgages, deeds of trusts, or other liens shall be subject and subordinate at all times to the rights and interests of the City under this Easement.

VII. MISCELLANEOUS

7.1. The terms of this Easement shall be binding upon Owner and its successors in interest, lessees, and assigns, and shall continue as a servitude running in perpetuity with the Property. The terms "Owner" and "City," whenever used herein, and any pronouns used in place thereof, shall mean and include the above-named Owner and Owner's successors and assigns and the above-named City and its successors and assigns, respectively.

7.2.

Owner shall hold harmless, indemnify and defend the City and its officers, employees, volunteers, agents, insurers, contractors and successors and assigns of each of them from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, or judgments (collectively, "Claims") in any way related to or arising from (1) any real property taxes and general or special assessments assessed and levied against the Property, Structure or Project; or (2) third-party Claims for personal injury or property damage occurring on the Property and resulting from, and to the extent caused by, the negligent act or omission of Owner, its officers, employees or agents. To the extent permitted by the law, the City agrees to indemnify Owner and its officers, employees, volunteers, agents, insurers, contractors and successors and assigns of each of them against third-party Claims for personal injury or property damage occurring on the Property and resulting from, and to the extent caused by, the negligent act or omission of the City, its officers or employees in the exercise of rights or obligations under this Easement. The indemnification provisions hereof shall not extend to gross negligence or willful misconduct. Further, the City does not waive or intend to waive by any provision hereof the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

7.3 If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

7.4 This Easement shall be recorded in the records of the Clerk and Recorder of Boulder County. The Owner agrees that Owner will disclose the existence of this Easement to the grantee of any subsequent deed, or other legal instrument, by means of which Owner conveys any interest in the Property (including a leasehold interest). Owner represents to the City that, as of the date of Owner's execution hereof and prior to recording hereof, Owner has not and will not enter into any unrecorded leases, contracts or other agreements for transfer of any interest in the Property (including a leasehold interest).

7.5 This instrument and the attached Exhibits contain the entire agreement between the parties relating to the Easement on the Property and may be modified only by an instrument in writing executed by all parties and recorded in the records of the Clerk and Recorder of Boulder County.

7.6 This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

7.7 Any notice or communication required or permitted hereunder shall be given in writing and shall be personally delivered, sent by facsimile transmission, or sent by national overnight courier or United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

CITY:
City of Louisville
City Manager
749 Main Street
Louisville, CO 80027
Fax: (303) 335-4550

OWNER:
Louisville Mill Site, LLC
c/o Randall Caranci or Erik Hartronft
950 Spruce Street, #1A
Louisville, CO 80027
Fax: (303) 673-9319

With a copy to:

Light, Kelly & Dawes, P.C.
City Attorney
749 Main Street
Louisville, CO 80027
Facsimile: (303) 298-1627

Tienken & Associates, P.C.
Attn: Jim Tienken
824 Pine Street
Louisville, CO 80027
Phone: (303) 673-9373

or to such other address or the attention of such other person(s) as hereafter designated in writing by the applicable parties in conformance with this procedure. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

Next page is the signature page.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this _____ day of _____, 2013.

OWNER:

LOUISVILLE MILL SITE, LLC

By: Randall C. Caranci

Title: _Member

By: J. Erik Hartronft

Title: Member

STATE OF COLORADO)
)ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Randall C. Caranci and J. Erik Hartronft as ___Members_ of Louisville Mill Site, LLC. Witness my hand and official seal.

My commission expires on: _____

(S E A L)

Notary Public

CITY OF LOUISVILLE,
a Colorado home rule municipal corporation

By: _____
Robert P. Muckle, Mayor

Attest:

By: _____
Nancy Varra, City Clerk

STATE OF COLORADO)
) ss.

COUNTY OF BOULDER)

 The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Robert P. Muckle, Mayor, City of Louisville.

Witness my hand and official seal.

(S E A L)

Notary Public

My Commission Expires: _____

EXHIBIT A
Depiction of Property
Louisville Mill Site

EXHIBIT B
HISTORIC ELEMENTS – DESCRIPTION
540 FRONT STREET – HISTORIC GRAIN ELEVATOR

Per the 2000 Colorado Cultural Resource Survey, regarding the ‘Louisville Milling & Elevator Co. Elevator’, Resource number 5BL961.11, Statement of Significance: “The building has been individually listed in the National Register of Historic Places. It is historically significant, relative to National Register Criterion A, for its association with the theme of agriculture during the first half of the twentieth century. The structure is architecturally significant, under National Register Criterion C, because it is one of the region’s last remaining wooden grain elevators, and because of its rare stacked plank construction.”

The entire grain elevator structure, and any remaining machinery related to its operation represent the Historic Elements.

EXHIBIT C
Historic Photo of Structure



Exhibit C
Grain Elevator Stabilization Scope of Work

		Louisville Grain Elevator - Stabilization Scope Of Work Louisville Mill Site LLC			Update 08-08-13		
Phase	#	Description	Notes	Quantity	Unit	Subcontractor	GC Estimate/Bid
		Phase IA - Priority 1 Stabilization					
		Note: The Scope of Work which is agreed to be completed by Louisville Mill Site LLC per the Purchase and Sales Agreement with the City of Louisville is specifically indicated herein as <u>Stabilization Scope of Work - Phase IA - Priority 1 Stabilization</u> . This is the Scope of Work necessary to stabilize the Grain Elevator structurally, minimize infiltration of rain and snow into the interior of the building & protect the wood from further moisture damage, improve stormwater runoff to direct away from building, mitigate the hazardous accumulation of animal waste, and prevent further infiltration by animals.					
		3.1 Site					
1A	1	Regrade to ensure drainage away from building - comprehensive re-grading plan all sides per civil engineer grading and drainage report for overall site - rough grade this phase					
1A	2	Remove berm along west elevation (cut & fill on site)					
1A	3	Install perimeter drain if required by geotechnical report	Add Alternate				
1A	4	Remove 3 trees including root system (2 on the north & 1 on the east)					
		3.2 Foundations					
1A	2	Excavate around entire perimeter of site to access foundations and lower wall sections					
1A	3	Infill perimeter basement wall to Sections 1, 2, & 3 With concrete stem wall					
1A	4	Add counterforts & augment perimeter basement footing at Sections 1, 2, & 3					
1A	5	Add 4 spread footings to Section 3 (below timber posts along grid 3 and grid 4)					
1A	6	Add 2 square footings to Section 3 (at ends of shear wall along grid 3 to resist overturning forces)					
1A	7	Infill basement pit with flowfill - or provide other means of stabilization					
1A	8	Repair deteriorated bin walls below grade, add impervious waterproofing membrane; reinforce wall with PT lumber if required					
1A	9	Add perimeter basement stem-wall to Section 5 - east, south, north walls					
1A	10	Add strip footing to Section 5 - east, south, north walls					
1A	11	Allowance for footing augmentation where allowable bearing capacity exceeded or net tension due to shearwall overturning forces - assume 4-6 helical piers plus steel tie-downs along section 3 & 4.					
		3.3 Building Structural System					
		Section 1					
1A	2	Roof: Remove roof sheathing; sister rafters, add plywood sheathing					
		Section 2					
1A	4	Roof: Remove roof sheathing, rafters, and 2 dropped purlins; Add new sheathing, rafters, and purlins. Alternate - remove dropped purlins, sister and add intermediate rafters, provide new dropped purlins.					
		Section 3					
1A	8	Roof: Remove roof sheathing, rafters, and 2 dropped purlins; Add new sheathing, rafters, and purlins. Alternate - remove dropped purlins, sister and add intermediate rafters, provide new dropped purlins.					
		Section 4					
1A	10	Roof: Remove roof sheathing; leave existing rafters; add rafters @ 24" between existing rafters; enhance connections; strengthen 2 dropped purlins; add plywood sheathing					
		Section 5					
1A	11	1st Floor: Shore floor to reset dropped girders on new posts on new footings or on new stem wall					

		Louisville Grain Elevator - Stabilization Scope Of Work Louisville Mill Site LLC			Update 08-08-13		
Phase	#	Description	Notes	Quantity	Unit	Subcontractor	GC Estimate/Bid
1A	12	Roof: Remove roof sheathing; sister rafters in north bay, add plywood sheathing, add hurricane ties on ends of rafters					
1A	13	Roof: Anchor existing ledger on grid 4 to bin wall					
1A	14	Roof: Shore rafters, remove and replace existing overstressed girder with steel beam or equivalent					
		Sections 1, 2, 3, & 5; Lateral Force Resisting System					
1A	15.1	Temporary and permanent cable bracing as required to laterally stabilize the structure.					
		All Sections, Floor Framing					
1A	20.1	Allowance for miscellaneous structural repairs and unknown conditions					
		3.4 Exterior Wall Construction & Envelope					
		Structural Recommendations					
		Section 3					
		No work this phase					
		Section 4					
1A	3	Cut small openings in bin walls for needle beam shoring, or lag bolt shoring beam to wall per struct eng. recc. Shore bin walls, remove deteriorated stacked-plank lumber with demo saw. Tooth in Douglas-Fir 2x6 plies and attach plies with adhesive and toenails from each side. Correct smaller defects with epoxy consolidant					
		Section 5					
1A	4	Sister tall studs along grids A & Z					
		Sections 1, 2, 3, & 5; Basement Stud Walls					
1A	5	Replace deteriorated or damaged interior sills and plates on gridlines 2 and 3					
		Sections 1, 2, 3, & 5; Lateral Force Resisting System					
1A	6	Selectively sheath existing stud walls to use as wood shear walls; add blocking, holdowns, and anchors into existing foundation. (Re. 15.1 for cable bracing)					
		Architectural Recommendations					
1A	7.1	Selective repair or replacement of severely damaged wood shiplap siding (extensive at section 5)					
1A	8.1	Selective repair or replacement of severely damaged wood tongue and groove siding					
1A	9	Remove loose and chipped paint (0.008% lead content<0.50%) from exterior of building					
1A	10	Repaint exterior of building					
		3.5 Envelope - Roofing & Waterproofing					
1A	1	Remove current roofing - corrugated sheet metal & asphalt shingles					
1A	2	Install roofing to match historic condition as closely as possible - add gutters & downspouts					
1A	3	Install snow guards on the east and west edges of Sections 2, 3 & 4					
		3.6 Windows & Doors					
		Windows					
1A	1.1	Minor repairs to make windows weather-tight. Some boarded up remain.					
		Doors					
1A	2.1	Minor repair to make doors reasonably weather tight and some serviceable					
		3.7 Interior Finishes					
1A	3	Remove non-historic stair from 1st to 2nd floor & install new stair					

		Louisville Grain Elevator - Stabilization Scope Of Work Louisville Mill Site LLC						Update 08-08-13
Phase	#	Description	Notes	Quantity	Unit	Subcontractor	GC Estimate/Bid	
		3.8 Mechanical Systems						
		NA						
		3.9 Electrical Systems						
1A	1	Re-connect service, abandon old/unsafe wiring & provide minimal power and temp lighting						
		4.0 Hazardous Material						
1A	1	Hazmat mitigation per attached proposal from Excel Environmental (or equivalent)						
		General Conditions						
1A	1	Assumed 120 Day Duration						
		Subtotal Hard Construction Costs						
1A	1	Bond - Assume none required						
1A	2	Builder's Risk Insurance, Liability & Property Insurance during construction						
1A	3	GC - Overhead & Profit						
		Subtotal Construction Costs						
1A	1	Building Permit & Plan Review Fees						
1A	2	Taxes, other fees, etc. paid at permit						
1A	3	Design/Construction Contingency 15% (prior to CD production)						
		Estimated - Direct Project Soft Costs						
1A	1	Engineering Fees						
1A	2	Architecture Fees						
1A	3	(3.2.1) Geotechnical Engineering Fees & Const. Phase Material Testing						
1A	4	(3.3.9) Wood Scientist for one day to quantify extent of bin wall and bin floor deterioration by resistance boring after excavation complete						
1A	5	Environmental testing as required for mitigation scope						
1A	10	Owner Contingency (for construction) - 15%						
		Total Construction Costs						

July 31, 2013

Sent via email: randy@carancicorp.com

Randy Caranci
CEO/President
Caranci Inc.
P.O. Box 658
Louisville, CO 80022

**SUBJECT: BIOHAZARD WASTE REMOVAL AND DISPOSAL AT 540 FRONT STREET
LOUISVILLE, COLORADO 80027**

Dear Mr. Caranci;

Excel Environmental, Inc. is pleased to provide you with the following proposal to remove and dispose of all general construction and animal waste located within basement thru 5th level of 540 Front Street in Louisville. Items of historical value and/or as designated by client will be decontaminated and salvaged. Additionally, all wooden surfaces throughout the building will be decontaminated for animal feces utilizing antimicrobial/antiviral liquids applied by a combination of hand methods, airless sprayer and power washer.

All Excel personnel working within the structure will don proper personal protective equipment including Tyvek disposable suits and PAPR/full face APR respirators during all cleanup activities. A decontamination trailer will be attached to the building egress allowing all workers to doff PPE and shower prior to donning street clothing. All other access will be restricted throughout the decontamination process.

Excel will ensure that all potentially dangerous animals, including skunks, raccoons and coyotes have been removed from the structure by a Colorado State licensed Pest Control Operator prior to start of work. Upon completion of work, animal access deterrents of various types (wood panels, netting) will be installed to prevent re-entry by birds and animals.

Disposal of waste will occur in a maximum of FOUR(4) 30 yard dumpsters. Additional waste will be billed with a unit price of \$475/dumpster.

Excel can perform the work detailed above for a cost of thirty four thousand nine hundred eighty five dollars (\$34,985.00) I estimate ten (10) business working days to complete the scope of work as noted above.

The aforementioned scope and pricing is based on the site conditions accessible to us on the date of inspection and on Excel's reasonable opinion and observations based on provided owner information of the work area and requested services. Unknown conditions may exist that cannot be reasonably known without destructive discovery, which was not conducted as part of the site inspection. Cost estimates under this proposal are based on the time allotted for services incurred within the scope of this project. These services are specific, and do not include contingencies. Should events occur due to circumstances beyond the control of Excel, or should additional work be required which is not specified within this proposal, then additional fees would be incurred.

With use of this Environmental Contract and/or use of these services, Client(s) agrees that Excel has been given the authority by the Owner(s) of the property to enter to aforementioned premises, perform the services, utilize any and all floor plans, blue prints, etc., and agree to indemnify, hold

harmless, and defend Excel, its Officers, Employees, Assigns, etc. for any and all claims, costs or damages that result from services contracted, etc., in the absence of gross negligence or willful misconduct of Excel, its Officers, Employees, Assigns, etc.

Excel will conduct OSHA air monitoring as per Federal, State and Local regulations. Excel will provide copies of all air monitoring results, notifications, disposal manifest, and other related documents to the owner. Excel Environmental, Inc. meets the requirements that allow for the Project Manager requirement to be waived by the client potentially saving the client thousands of dollars. If the owner requests that a third party Project Manager be added to the project for purposes of management or oversight, then Excel reserves the right to revise the pricing of this proposal to reflect that additional requirement to this proposal.

OSHA standard 29 CFR 1926.1101 (k)(1)(ii) states: Building and/or facility owners shall notify the following persons of the presence, location, and quantity of ACM or PACM, at the work sites in their buildings and facilities. Project notifications are requirements of the Colorado Department of Health & Environment (CDPHE). Notification either shall be in writing, or shall consist of a personal communication between the owner and the person to whom notification must be given or their authorized representatives: (A) Prospective employers applying or bidding for work whose employees reasonably can be expected to work in or adjacent to areas containing such material: (B) Employees of the owner who will work in or adjacent to areas containing such material: (C) On multi-employer work sites, all employers or employees who will be performing work within or adjacent to areas containing such materials: (D) Tenants who will occupy areas containing such material.

Owner is to provide all necessary electricity, hot and cold potable water, parking and sufficient storage space for materials and equipment. All non-stationary items are to be removed by others prior to the start of the project. Excel will not be liable for damage to items left within the specified work area that are not removed by owner prior to project start unless otherwise agreed to prior to project start. It will be the owner's responsibility to make sure all HVAC systems within the containment areas are shut down and locked out. Excel will employ all reasonable efforts to minimize damage to surfaces and work areas in the construction of regulated containments, but will not be held liable for any damages due to the construction of regulated containments needed to perform the environmental services as noted within this proposal.

Excel has included a onetime mobilization and demobilization cost for the above project amount. Any additional mobilization costs will be invoiced at \$70.00 per hour, plus applicable trucking costs and travel times. All proposal amounts are based on regular time hourly rates, and schedules unless otherwise indicated.

Performance, labor, and material bonding costs are not included in this proposal. Excel can provide bonding at an additional cost not included within this proposal at the owners request. In any litigation, arbitration, or other proceeding by which one party to this contract either seeks to enforce its rights pursuant to this Proposal/Subcontract (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Proposal/Subcontract, the prevailing party should be awarded its reasonable attorney fees, costs and expenses incurred.

Excel is expressly authorized to sign any required disposal forms on behalf of the owner(s) or generator of any waste removed from the site.

Excel's Payments terms are that all invoices will be due, and are to be made net 15 days from invoice date, or a 1-1/2% Late Fee can be added to the original invoiced amount and for each 15

day compounded period there after the original due date until payment is received in full. This proposal may be withdrawn for any reason if not accepted within Sixty (60) days.

Receipt of a signed copy of this proposal will constitute our "Notice to Proceed" and your acceptance of this proposal. If you have any additional questions regarding this proposal, please feel free to contact me on my mobile at (303) 961-0726 anytime. If accepted, please email the signed form to lafroemke@excelcorp.net or fax to (303) 577-9936.

Sincerely,
EXCEL ENVIRONMENTAL, INC.

Linda A. Froemke

Linda A. Froemke
Project Manager
Excel Environmental Inc.
Phone - (303) 577-9933
Fax - (303) 577-9936
lafroemke@excelcorp.net

Customer Acceptance to Terms, Pricing and Scope

By: _____

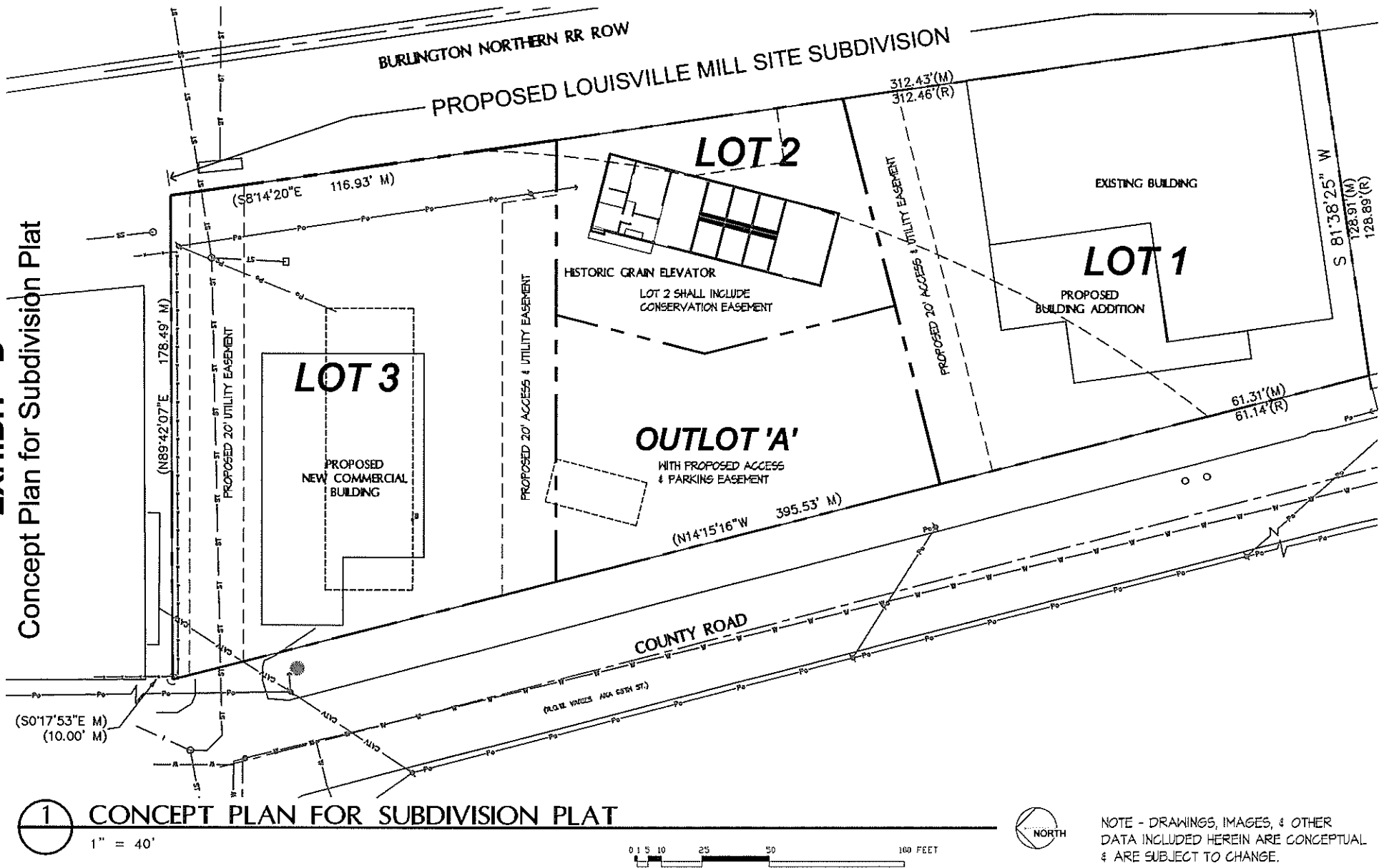
Title: _____

Date: _____

Exhibit D
Concept Plan for Subdivision Plat

EXHIBIT - D

Concept Plan for Subdivision Plat



SUBJECT: APPROVE OPTION TO EXTEND INVESTMENT MANAGEMENT SERVICES CONTRACT WITH CHANDLER ASSET MANAGEMENT

DATE: FEBRUARY 3, 2015

PRESENTED BY: KEVIN WATSON, FINANCE

SUMMARY:

On February 16, 2010, the City Council authorized the execution of a contract for investment management services with Davidson Fixed Income Management (Davidson). The contract term was for five years with an option to renew for an additional two years. The contract contained the following fee schedule, which is based on the average monthly balance of the managed portfolio.

Average Monthly Balance	Annualized Fee
\$0 to \$10,000,000	0.10%
\$10,000,001 to \$25,000,000	0.08%
\$25,000,001 to \$40,000,000	0.07%
\$40,000,001 to \$100,000,000	0.06%
\$100,000,000 to 150,000,000	0.05%
Over \$150,000,001	0.04%

Due to the decline in size of the City's overall investment portfolio during 2010, Davidson proposed a modification to the contract that reduced their fees. This contract amendment was approved by City Council on February 15, 2011. The amendment contained the following new fee schedule:

Average Monthly Balance	Annualized Fee
\$0 to \$10,000,000	0.10%
\$10,000,001 to \$40,000,000	0.07%
\$40,000,001 to \$100,000,000	0.06%
\$100,000,000 to 150,000,000	0.05%
Over \$150,000,001	0.04%

In March 2014, Scott Prickett, the City's portfolio manager at Davidson, resigned and moved to Chandler Asset Management (Chandler). In order to provide portfolio continuity and consistency, Davidson agreed to assign their current contract with the City to Chandler. This assignment was approved by the Finance Committee and executed by the City Manager on May 16, 2014.

Staff believes that Chandler has provided exceptional investment management service to the City and wishes to extend the current contract for an additional two years by exercising the option to renew.

FISCAL IMPACT:

There is no fiscal impact to renewing the current contract. The current fee schedule will remain in effect.

RECOMMENDATION:

Staff recommends that the City Council authorize the extension of the agreement with Chandler Asset Management for two additional years.

ATTACHMENT(S):

1. Original Agreement with Davidson Fixed Income Management
2. Contract Modification to Davison Agreement

CASH and INVESTMENT MANAGEMENT ADVISORY AGREEMENT

This Agreement is entered into on this 16th day of February, 2010 between Davidson Fixed Income Management, Inc., a Nebraska corporation (hereinafter referred to as the "ADVISOR") and the City of Louisville, Colorado, a Colorado home rule municipality (hereinafter referred to as the "CITY"). In consideration of the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

Appointment of Advisor - The CITY hereby appoints the ADVISOR and the ADVISOR hereby agrees to provide investment advisory services for the CITY's investment portfolio (hereinafter referred to as the "ACCOUNT").

Appointment of Fiscal Agent - The CITY has appointed _____ as Fiscal Agent ("CUSTODIAN") to provide custodial services including holding ACCOUNT assets and providing periodic reporting.

Account Management - The ADVISOR shall provide the following services: assist in the development and review of the CITY's investment policies, procedures, and strategy; monitor financial markets to identify opportunities consistent with the CITY's investment objectives; and execute non-discretionary security transactions consistent with the CITY's Investment Policy.

The CITY, by entering into this Agreement does not surrender ownership of the cash or securities comprising the ACCOUNT. The ADVISOR will not act as a custodian of assets in the account or have possession of any such assets.

Account Representatives - The CITY designates Kevin C. Watson, Finance Director, as the responsible CITY staff to provide direction to the ADVISOR during the conduct of investment management services. The ADVISOR shall comply with the directions given by Kevin C. Watson, Finance Director, and his authorized designee.

The ADVISOR designates Scott Prickett, Managing Director, Portfolio Manager, as the account manager and as the principal in charge who shall provide investment management services under this Agreement.

Reports - In order that the CITY may be kept informed of the status and activities in the ACCOUNT, the ADVISOR shall either furnish, or cause transaction counterparties, to furnish copies of all transaction confirmations to the CITY, as well as periodic statements relating to the ACCOUNT. The statements the ADVISOR agrees to furnish to the CITY will provide details of all transactions involving the ACCOUNT, a month end listing of investments held in the ACCOUNT, and a reporting on the performance and value added of the ACCOUNT against benchmarks established in the CITY's Investment Policy. Such statements will be furnished to the CITY within fifteen (15) days after the close of each month.

In addition, the CITY will direct its CUSTODIAN to deliver to ADVISOR duplicate copies of the periodic account statements that it provides to the CITY.

Best Effort; Compliance - The ADVISOR will at all times render the services called for in this Agreement in accordance with its best judgment. However, the ADVISOR does not imply or guarantee profits or freedom from loss in connection with its recommendations. The ADVISOR will perform its services hereunder in compliance with applicable federal and state laws, rules and regulations, and acknowledges that investments of the CITY must comply with Colorado Public Funds Statute, C.R.S. § 24-75-601 et seq.

Insurance – The ADVISOR agrees to procure and maintain, at its own cost, the policies of insurance set forth below. The ADVISOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the CITY. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

1. Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
2. General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
3. Automobile liability insurance for all owned or hired autos used in performing the services under the Agreement.
4. Professional Liability coverage with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate.

Every policy required above shall be primary insurance, and any insurance carried by the CITY, its officers, or its employees, shall be excess and not contributory insurance to that provided by the ADVISOR. The ADVISOR shall be solely responsible for any deductible losses under each of the policies required above.

Certificates of insurance shall be provided by the ADVISOR as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the CITY. ADVISOR shall immediately give notice to CITY if it cancels, terminates, or materially changes any required policy. The CITY reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

Failure on the part of the ADVISOR to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the CITY may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the CITY shall be repaid by the ADVISOR to the CITY upon demand, or the CITY may offset the cost of the premiums against any monies due the ADVISOR from the CITY.

The parties understand and agree that the CITY is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the CITY, its officers, or its employees.

Indemnification – To the fullest extent permitted by law, the ADVISOR agrees to indemnify and hold harmless the CITY, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the ADVISOR or any officer, employee, or agent of the ADVISOR or any other person for whom ADVISOR is responsible. The ADVISOR shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The ADVISOR shall further bear all other costs and expenses incurred by the CITY or ADVISOR and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these

incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the ADVISOR. The CITY shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this section. The ADVISOR's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the CITY.

Independent Contractor – ADVISOR and any persons employed by ADVISOR for the performance of work hereunder shall be independent contractors and not agents of the CITY. Any provisions in this Agreement that may appear to give the CITY the right to direct the ADVISOR as to details of doing work or to exercise a measure of control over the work mean that ADVISOR shall follow the direction of the CITY as to end results of the work only. As an independent contractor, the ADVISOR is not entitled to workers' compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The ADVISOR is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this contract.

Fees - In consideration of the services performed by the ADVISOR, the CITY agrees to pay the ADVISOR an investment advisory fee. The annualized fee for providing investment advisory services for the CITY shall be as follows:

Monthly Average Balance	Annualized Fee
\$0 to \$10,000,000	10 (.10%) basis points annually
\$10,000,001 to \$25,000,000	8 (.08%) basis points annually
\$25,000,001 to \$40,000,000	7 (.07%) basis points annually
\$40,000,001 to \$100,000,000	6 (.06%) basis points annually
\$100,000,001 to \$150,000,000	5 (.05%) basis points annually
Over \$150,000,001	4 (.04%) basis points annually

For example, if the portfolio averaged \$40,000,000 for a month the monthly fee calculation would be:

$$[(MV \text{ on the 1st day of the month} + MV \text{ on last day of the month})/2 \times (.0006)/12]$$

Fees will be calculated and payable at the end of each month. Assets deposited in Colorado Local Government Investment Pools (such as CSAFE or Colotrust) will be excluded from the above fee calculation.

Services for Other Clients - It is understood that the ADVISOR provides investment advisory services for other clients. It is further understood that the ADVISOR may take investment action on behalf of such other clients, which differs from the investment action taken on behalf of the ACCOUNT. If the purchase or sale of securities for the ACCOUNT and one or more such other clients is affected at or about the same time, such purchase or sale shall be allocated among the other clients in a manner deemed in good faith to be equitable by the ADVISOR.

Advisor Representation - The ADVISOR warrants that it is registered as an Investment Adviser under the Investment Advisers Act of 1940, and that the activities contemplated herein are to the best of its knowledge, in compliance with all laws and regulations applicable to it and governing investments, and that all necessary actions required to authorize such activities have, to the best of its knowledge, been taken.

Disclosure Statement - The ADVISOR represents that it has delivered to the CITY, at least two business days prior to the execution of this Agreement, ADVISOR's current Form ADV, Part II. By

signing this Agreement below, the CITY hereby acknowledges its receipt of said document at least two business days prior to its execution of this Agreement.

Binding Arbitration - In the event any dispute arises between the parties regarding this Agreement, such dispute will be resolved by binding arbitration in Denver, Colorado according to the rules of the American Arbitration Association and in accordance with the applicable rules of the Association as those rules are in effect at the time the dispute arises. The foregoing shall not limit the CITY's right to seek injunctive or equitable relief to avoid immediate or irreparable harm to the CITY or its ACCOUNT.

Default – Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

Term - The term of this Agreement shall be for five (5) years, subject to annual appropriation, with up to two (2) one-year extensions possible. This Agreement may be terminated for any reason by either party with or without cause, by giving the other party at least thirty (30) days written notice. In the event of termination of this Agreement, CITY shall pay ADVISOR for services to date, and City will have no further obligation for payment under this Agreement.

Confidentiality - All information furnished by the CITY to the ADVISOR under this Agreement shall be maintained as confidential and shall not be disclosed to unaffiliated third parties, except as necessary to effect transactions or provide services under this Agreement, or as required or permitted by law, or as authorized or requested by the CITY.

Compliance with Laws: Work by Illegal Aliens Prohibited – ADVISOR shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the CITY; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

ADVISOR shall not knowingly employ or contract with an illegal alien to perform work under this contract. ADVISOR will participate in either the E-verify program or the Department of Labor and Employment program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. ADVISOR is prohibited from using the E-verify program or the Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

ADVISOR shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If ADVISOR violates a provision of this Agreement required pursuant to C.R.S. § 8-17.5-102, CITY may terminate the Agreement for breach of contract. If the Agreement is so terminated, the ADVISOR shall be liable for actual and consequential damages to the CITY.

Equal Opportunity Employer – ADVISOR will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. ADVISOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADVISOR agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

ADVISOR shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

Integration and Amendment – This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

Miscellaneous - This Agreement may not be assigned by either of the parties without the prior written consent of the other. This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein and no modification of this Agreement shall be effective unless such modification is in writing and signed by the parties hereto.

This Agreement shall be governed by the laws of the State of Colorado, and furthermore by the Investment Advisers Act of 1940 and the rules and regulations promulgated by the Securities and Exchange Commission under said act.

Notices and reports as called for herein shall be mailed, in the care of:

Advisor acknowledges that it has been advised of Section 2.80.030.A(5) of the CITY'S MUNICIPAL CODE, and that it will abide by the provisions of said section.

CITY

City of Louisville
749 Main Street
Louisville, CO 80027
Attn: Kevin Watson
Finance Director

ADVISOR

Davidson Fixed Income Management
1600 Broadway, Suite 1100
Denver, CO 80202
Attn: Scott Prickett
Managing Director, Portfolio Manager

AGREED TO AND ACCEPTED:

DAVIDSON FIXED INCOME MANAGEMENT

By: 
Signature

SCOTT PRICKETT
Printed or Typed Name


SVP, MANAGING DIRECTOR
Title

FEBRUARY 8 2010
Date

AGREED TO AND ACCEPTED:

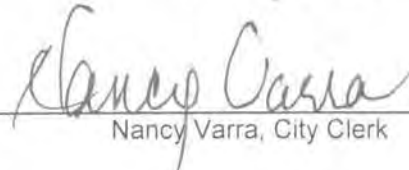
CITY OF LOUISVILLE,
A Colorado Municipal Corporation

By:



Charles L. Sisk, Mayor

Attest:



Nancy Varra, City Clerk





Davidson
Fixed Income Management
REGISTERED INVESTMENT ADVISER

CONTRACT MODIFICATION

Per conversations between the City of Louisville and Davidson Fixed-Income Management regarding the terms of our Investment Advisory contract, beginning February 1, 2011 the previous contractual fee schedule shall be replaced by the following:

Fees - In consideration of the services performed by the ADVISOR, the CITY agrees to pay the ADVISOR an investment advisory fee. The annualized fee for providing investment advisory services for the CITY shall be as follows:

Monthly Average Balance	Annualized Fee
\$0 to \$10,000,000	10 (.10%) basis points annually
\$10,000,001 to \$40,000,000	7 (.07%) basis points annually
\$40,000,001 to \$100,000,000	6 (.06%) basis points annually
\$100,000,001 to \$150,000,000	5 (.05%) basis points annually
Over \$150,000,001	4 (.04%) basis points annually

For example, if the portfolio averaged \$20,000,000 for a month the monthly fee calculation would be:

$[(MV \text{ on the 1st day of the month } - MV \text{ on last day of the month}) / 2 \times (.0007) / 12]$

Fees will be calculated and payable at the end of each month. Assets deposited in Colorado LGIP's will be excluded from the above fee calculation.

By my signature below, I certify and affirm the above agreement.

City of Louisville
749 Main Street
Louisville, CO 80027

Davidson Fixed Income Management
1600 Broadway, Suite 1100
Denver, CO 80202

By: _____
City of Louisville

By: 
Davidson Fixed Income Management
Scott Prickett, Senior Vice President

SUBJECT: RESOLUTION NO. 6, SERIES 2015 – A RESOLUTION
DESIGNATING THE D’AGOSTINO HOUSE LOCATED AT 1245
GRANT AVENUE A HISTORIC LANDMARK

RESOLUTION NO. 7, SERIES 2015 – A RESOLUTION
APPROVING A PRESERVATION AND RESTORATION GRANT
FOR WINDOW REPLACEMENT AND FOUNDATION REPAIR AT
THE D’AGOSTINO HOUSE LOCATED AT 1245 GRANT
AVENUE.

DATE: FEBRUARY 3, 2015

PRESENTED BY: LAUREN TRICE, PLANNING AND BUILDING SAFETY
DEPARTMENT

SUMMARY:

Case #2014-012-LA is a request to landmark a historic residential structure located at 1245 Grant Avenue (Lot 7 & N 5 Ft Lot 6, Block 4, Jefferson Place) and a request for a Preservation and Restoration Grant for restoration work on the structure . The building was moved to the site around 1927. The applicants and owners are Cyndi and Harry Thomas. The proposed project includes the restoration of the historic structure, demolition additions and garage, and the construction of a new addition.



HISTORICAL BACKGROUND:

Information from Historian Bridget Bacon

This property was platted as a part of the part of the Nicola Di Giacomo Addition in 1907. Records indicate the house was built prior to 1927 and moved on to this site around 1927. The building is currently owned by the applicants, Cyndi and Harry Thomas, and is used as a residence.

Patete/D'Agostino Family, Owners 1922-1983

In 1922 Annie Patete, an Italian immigrant, purchased the entire block on which 1245 Grant sits. Several of Annie's seven children and two stepchildren then built houses on the block. In 1927, Annie conveyed the property for 1245 Grant to her daughter and son-in-law Angelina and Louis D'Agostino. Angelina was a Louisville native, and Louis was a French immigrant. Louis worked as a miner, and he and Angelina also ran a poultry farm adjacent to their house, supplying fresh eggs to Louisville restaurants. Louis and Angelina lived at 1245 Grant until their deaths, in 1982 and 1983 respectively.

(Please refer to attachment for complete history of the property.)



1245 Grant Avenue - 1948 Assessor's Photo

SUBJECT: RESOLUTION NO. 6, SERIES 2015 & RESOLUTION NO. 7, SERIES 2015

DATE: FEBRUARY 3, 2015

PAGE 3 OF 9



Current Photo

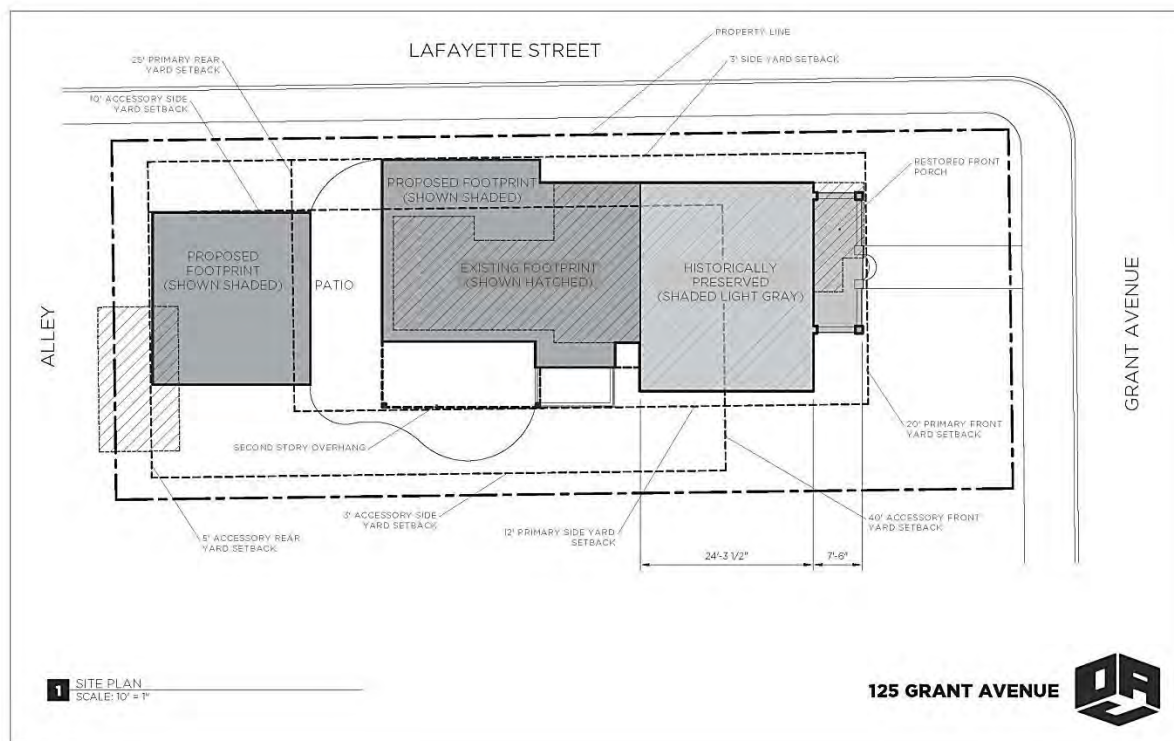


Current Photo

ARCHITECTURAL INTEGRITY:

The building was constructed prior to 1927, and has maintained integrity since at least 1948. The structure has undergone several expansions, but has maintained its overall form. The roof form is a front gable, with a lower gable over the front porch, half of which has been enclosed. The front door and southern window appear to be in the original location and size. The County Assessor's sketch appears to indicate the addition on the south side was added in 1950. The siding is stucco, as it appears to have been in 1948. The roof material is non-original asphalt shingle. Overall, the form and some window openings have been maintained, giving it fairly strong integrity.

The landmark request is for the porch and the first 24.3 feet of the structure. This portion of the existing structure retains the highest level of integrity. The existing additions to the 1927 house would be demolished per the approved alteration certificate and replaced with a new addition.



Site plan for 1245 Grant from DAJDesign (proposed landmark in light gray)

HISTORICAL SIGNIFICANCE AND CRITERIA FOR LISTING AS A LOCAL LANDMARK:

Landmarks must be at least 50 years old and meet one or more of the criteria for architectural, social or geographic/environmental significance as described in Louisville Municipal Code (LMC) Section 15.36.050(A). The City Council may exempt a landmark

from the age standard if it is found to be exceptionally important in other significance criteria:

1. *Historic landmarks shall meet one or more of the following criteria:*
 - a. *Architectural.*
 - (1) *Exemplifies specific elements of an architectural style or period.*
 - (2) *Example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally.*
 - (3) *Demonstrates superior craftsmanship or high artistic value.*
 - (4) *Represents an innovation in construction, materials or design.*
 - (5) *Style particularly associated with the Louisville area.*
 - (6) *Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.*
 - (7) *Pattern or grouping of elements representing at least one of the above criteria.*
 - (8) *Significant historic remodel.*
 - b. *Social.*
 - (1) *Site of historic event that had an effect upon society.*
 - (2) *Exemplifies cultural, political, economic or social heritage of the community.*
 - (3) *Association with a notable person or the work of a notable person.*
 - c. *Geographic/environmental.*
 - (1) *Enhances sense of identity of the community.*
 - (2) *An established and familiar natural setting or visual feature that is culturally significant to the history of Louisville....*
3. *All properties will be evaluated for physical integrity and shall meet one or more of the following criteria:*
 - a. *Shows character, interest or value as part of the development, heritage or cultural characteristics of the community, region, state, or nation.*
 - b. *Retains original design features, materials and/or character.*
 - c. *Remains in its original location, has the same historic context after having been moved, or was moved more than 50 years ago.*
 - d. *Has been accurately reconstructed or restored based on historic documentation.*

Staff has found this application complies with the above criterion by the following:

Architectural Significance – Represents a built environment of a group of people in an era of history that is culturally significant to Louisville.

The house started small but was expanded over time, like many houses in Louisville, and has retained significant integrity. It represents the built environment of immigrant coal miners.

Social Significance - *Exemplifies cultural, political, economic or social heritage of the community.*

The property was owned by a prominent Louisville family for over 60 years.

GRANT REQUEST:

The applicants are requesting approval of a Preservation and Restoration Grant for rehabilitation work on the structure at 1245 Grant. The requested work includes restoring the front porch, replacing the windows, replacing composite siding. The grant request is only for the work on the historic structure, not on the proposed new addition.

The applicant obtained a historic structure assessment for the property, completed by Andy Johnson of DAJ Design and paid for by the Historic Preservation Fund. The assessment (attached) makes several recommendations including: replacing the windows, restoring the front porch, bolstering the floors and replacing the composite siding. The assessment also found the existing foundation would be inadequate for a second story.

The applicants have received one bid for all of the proposed work from Greenbuilt, LLC. The project elements correspond with the priorities of established in the Historic Structure Assessment. The proposed total cost for all of the work on the historic structure is \$43,010.00. The breakdown of the costs is as follows:

The proposed rehabilitation of the existing porch includes:

- Replacement of old wood (ceiling and decking) to match original and paint, \$8750.00
- Demo bedroom and entryway to bathroom, \$2800.00
- Patch existing stucco on porch where necessary and paint to match, \$1940.00
- **Total cost: \$13,490.00**

The existing windows were not a part of the original design of the house. They were likely replaced in the 1940s or 1950s. The proposed replacement windows would be double-hung or direct set depending on the location. The new windows would be aluminum-clad wood windows. The replacement windows are more appropriate for the early 20th-century style of the house.

- Demo existing windows and replace with new aluminum clad windows, \$7950.00
- **Total cost: \$7950.00**

The improvement of the floor joists to reduce “bounciness” as described in the Historic Structure Assessment. The project also includes repairing the foundation and soils retainage.

- Shore up existing floor joists where necessary, \$3770.00
- Foundation repair, \$5000.00

- **Total cost: \$8770.00**

The composite siding was added in the 1950's to some portions of the historic structure and the additions. The replacement of the composite siding includes asbestos abatement and replacing areas with stucco.

- Abatement of existing asbestos siding (approx. 400sqft), \$7200.00
- Replacement of areas with new stucco, \$4200.00
- **Total cost: \$11,400**

The additional cost of \$1400.00 is included to dispose of the demolished materials. This brings the total estimate to **\$43,010.00**. **Staff believes all of the requested grant items are eligible for funding from the historic preservation fund, except the exterior painting, which is limited to a maximum grant of \$500.**

INCENTIVES:

According to Section 15.36.030, City Council is afforded the legislative ability to provide preservation incentives for those wishing to landmark their historical structure. Once the structure is approved for landmarking, the applicant may act on one or more of the incentives offered.

As stated above, the applicants have already received funding of up to \$900 for a historic structure assessment. If the landmark request is approved by City Council, the applicants will also receive a \$1,000 signing bonus, which has no restrictions on how it may be used.

Resolution 2, Series 2012 authorizes grants for landmarked residential structures of up to \$21,900, leaving a potential \$20,000 remaining to be awarded for this house. That is divided between a \$5,000 flexible grant, requiring no matching, and a \$15,000 focused grant, requiring a 100% match from the applicant. Staff recommends the following grant breakdown:

Item	Amount	Flexible	Focused	Match	Unfunded
Porch	\$13,490.00	\$1,000.00	\$4,750.00	\$4,750.00	\$2,990.00
Windows	\$7950.00	\$1,000.00	\$2,750.00	\$2,750.00	\$1,450.00
Foundation and Floor	\$8770.00	\$1,000.00	\$3,750.00	\$3,750.00	\$270.00
Siding	\$11,400	\$1,000.00	\$3,750.00	\$3,750.00	\$2,900.00
Disposal	\$1400.00	\$1,000.00			\$400.00
Total	\$43,010.00	\$5,000.00	\$15,000.00	\$15,000	\$8,010.00

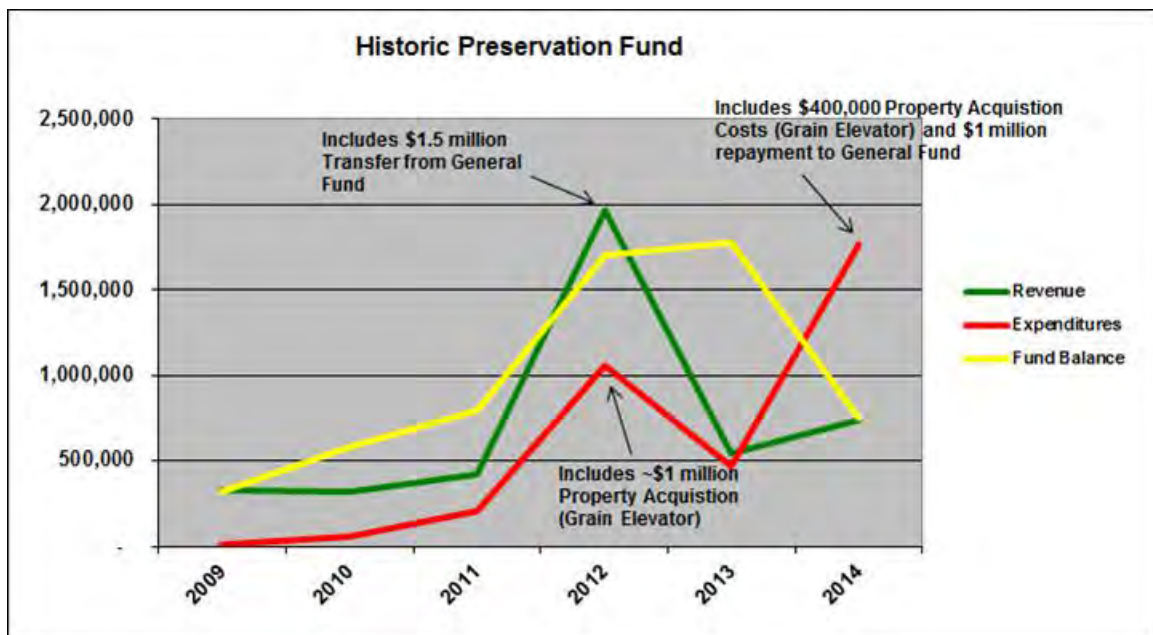
The painting of the exterior of the structure is within the unfunded portion of the grant request.

The above results in a total grant request of \$20,000, with an applicant match of \$15,000. Because this is the maximum allowed grant amount, there is no grant money available for a contingency. Staff recommends a preservation and restoration grant for 1245 Grant of **\$20,000**.

FISCAL IMPACT

In addition to the request for \$20,000 for the restoration work, the applicant is also eligible for a \$1,000 signing bonus for landmarking the property. The total expenditure would be up to **\$21,000** from the Historic Preservation Fund for restoration work and signing bonus at the 1245 Grant Avenue.

The following graph depicts the Historic Preservation Fund revenue and expenditure since its inception. The 2014 amounts are based on estimates.



The current balance of the HPF is \$814,715.

HISTORIC PRESERVATION COMMISSION ACTION:

The HPC held a public hearing on the application on September 25, 2015. The commission voted 3-1 to recommend approval of the landmark application to City Council. The HPC determined the structure had maintained significant architectural integrity and has a strong social history. The dissenting vote was from a Commissioner who believed the entire existing structure should be landmarked, not just the porch and the first 24.3 feet. The majority of the HPC determined that portion of the structure with the highest level of integrity and quality of construction should be landmarked.

The HPC held a public hearing on the application on September 25, 2014. The commission voted 4-0 to recommend the City Council approve the grant application. HPC determined that the project components met the criteria and add to the integrity of the historic structure.

In addition, the applicant requested an alteration certificate to modify the front of the historic structure by restoring the historic porch, replacing windows, and replacing the composite siding. The alteration certificate also included a new two-story addition for the west side of the existing house. The proposed new addition would be directly behind the existing structure, and replace the 1950 and 1956 additions to the existing structure. The Historic Preservation Commission reviewed the alteration certificate and, after modifications were made to the addition, the Commission voted 3-2 to approve the alteration certificate at the public hearing on October 20, 2014.

RECOMMENDATION:

The structure appears to have maintained significant architectural integrity since being moved to the site in 1927. The overall form has been maintained since at least 1948. The building also has a significant social history. Staff recommends Council approve Resolution No. 6, Series 2015 designating the structure at 1245 Grant (D'Agostino House) a historic landmark.

The grant request includes the restoration of the porch, replacement of windows, replacement of siding and repair of the foundation/floor joists, all of which are allowed grant expenditures under the existing rules and regulations. The proposed changes will facilitate the continued preservation of the structure, and are historically compatible. Therefore, staff recommends that City Council approve the grant request of \$20,000 by approving Resolution No. 7, Series 2015.

ATTACHMENTS:

1. Resolution No. 6, Series 2015
2. Resolution No. 7, Series 2015
3. Historic Preservation Commission Resolution No. 07, Series 2014
4. Social History
5. Landmark Application
6. Historic Structure Assessment
7. Architectural Drawings
8. Grant Application
9. Presentation

**RESOLUTION NO. 6
SERIES 2015**

**A RESOLUTION DESIGNATING THE D'AGOSTINO HOUSE LOCATED AT 1245
GRANT AVENUE A HISTORIC LANDMARK**

WHEREAS, a historic landmark application for the D'Agostino House, located at 1245 Grant Avenue, on property legally described as Lot 83 & 84, Block 4, Nicola Di Giacomo Addition; has been submitted to the City Council; and

WHEREAS, the City Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission held a properly noticed public hearing on the proposed landmark application and has forwarded to the City Council a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed landmark application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the building was constructed around 1927, and has retained its architectural form, and represents the built environment of immigrant miners; and

WHEREAS, the building has social significance because of its association with the D'Agostino family for over 60 years; and

WHEREAS, the City Council finds that these and other characteristics specific to the individual structure are of both architectural and social significance as described in Section 15.36.050 (A) of the Louisville Municipal Code and justify the approval of the historic landmark application.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

1. The proposed historic landmark application for the D'Agostino is hereby approved and the front porch and first 24.3 feet of the individual structure is hereby designated a historic landmark to be preserved as such.
2. An incentive of \$1,000 shall be awarded to the property owner pursuant to Chapter 15.36 of the Louisville Municipal Code, with the attendant protections for landmarks pursuant to that chapter.

3. The City Clerk shall provide written notification of such designation to the property owners and cause a copy of this resolution to be recorded with the Boulder County Clerk and Recorder.

PASSED AND ADOPTED this 3rd day of February, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**RESOLUTION NO. 7
SERIES 2015**

**A RESOLUTION APPROVING A PRESERVATION AND RESTORATION GRANT
FOR RESTORATION OF THE D'AGOSTINO HOUSE LOCATED AT 1245 GRANT
AVENUE.**

WHEREAS, there has been submitted to the Louisville City Council a Preservation and Restoration Grant for the D'Agostino House, located at 1245 Grant Avenue, on property legally described as Lots 83 and 84, Block 4, Nicola Di Giacomo Addition, in Louisville, Colorado; and

WHEREAS, the Staff and the Louisville Historic Preservation Commission have reviewed the application and found it to be in compliance with Chapter 3.20.605.D of the Louisville Municipal Code; and

WHEREAS, the Louisville Historic Preservation Commission has held a properly noticed public hearing on the proposed Preservation and Restoration grant application and has recommended the request be forwarded to the Louisville City Council with a recommendation of approval; and

WHEREAS, the City Council has duly considered the proposed Preservation and Restoration grant application and the Commission's recommendation and report, and has held a properly noticed public hearing on the application; and

WHEREAS, the City Council finds the proposed improvements will assist in the preservation of the D'Agostino House, a local historic landmark.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Preservation and Restoration Grant Application window and door replacement at the D'Agostino House located at 1245 Grant Avenue, subject to the following:

1. Approved items are those in the proposed scope of work presented to City Council totaling **\$20,000.**
2. There is approved a total grant amount of **\$20,000.**

PASSED AND ADOPTED this 3rd day of February, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

**RESOLUTION NO. 07
SERIES 2014**

**A RESOLUTION MAKING FINDINGS AND RECOMMENDATIONS REGARDING THE
LANDMARK DESIGNATION AND A PRESERVATION AND RESTORATION GRANT
FOR A RESIDENTIAL STRUCTURE LOCATED AT 1245 GRANT**

WHEREAS, there has been submitted to the Louisville Historic Preservation Commission (HPC) an application requesting a landmark eligibility determination and alteration certificate for a historical residential structure located at 1245 Grant, on property legally described as Lot 83-84, Block 4, Nicola Di Giacomo Addition, City of Louisville, State of Colorado; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Chapter 15.36 of the Louisville Municipal Code, including Section 15.36.050.A, establishing criteria for landmark designation and Section 15.36.120, establishing criteria for alteration certificates; and

WHEREAS, the HPC has held a properly noticed public hearing on the proposed landmark application and alteration certificate; and

WHEREAS, 1245 Grant (D'Agostino House) has social significance because it exemplifies the cultural, political, economic or social heritage of the community because it was owned by a prominent Louisville Family for over 60 years; and

WHEREAS, the D'Agostino House has architectural significance because it represents the built environment of immigrant coal miners; and

WHEREAS, the HPC finds that these and other characteristics specific to the D'Agostino House have social and architectural significance as described in Section 15.36.050.A of the Louisville Municipal Code; and

WHEREAS, the City Staff and the HPC have reviewed the application and found it to be in compliance with Section 3.20.605.D and Section 15.36.120 of the Louisville Municipal Code; and

WHEREAS, the HPC has held a properly noticed public hearing on the preservation and restoration grant and new construction grant; and

WHEREAS, the preservation and restoration work being requested for the D'Agostino House includes restoring the front porch, replacing windows, replacing siding and repairing the foundation; and

WHEREAS, the Historic Preservation Commission finds these proposed improvements will assist in the preservation of the D'Agostino House, which is to be landmarked by the City;

NOW, THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION

COMMISSION OF THE CITY OF LOUISVILLE, COLORADO:

The application to landmark the D'Agostino House be approved for the following reasons:

1. The building represents the built environment of immigrant coal miners in Louisville.
2. The house was owned by a prominent Louisville Family for over 60 years.

The Historic Preservation Commission recommends the City Council approve the proposed Preservation and Restoration Grant application for the D'Agostino House, in the amount of **\$20,000**.

PASSED AND ADOPTED this _____ day of _____, 2014.

Kirk Watson, Chairperson



1245 Grant Ave. History

Legal Description: Lots 83-84, Block 4, Nicola Di Giacomo Addition, Louisville, Colorado

Summary: The date of original construction is unknown, as the house was moved from a mine camp to its current location. This move is believed to have taken place in 1927. The house was the home of the Italian/French D'Agostino family for several decades.

Development of the Nicola Di Giacomo Addition

This area of Louisville is called the Nicola Di Giacomo Addition, having been platted by Nicola Di Giacomo in 1907. Nicola Di Giacomo owned and farmed this area before filing the plat for a subdivision. This addition consists of 4 ½ blocks that stretch across the north end of Old Town of Louisville.

Patete/D'Agostino Ownership of Property, 1922-1983; Discussion of Date of Construction

This house is connected with Louisville's extended Patete/D'Agostino/Inama/Helart family, as are other houses nearby. Together, they provide an example of family members living in houses clustered near one another in Louisville.

The matriarch of the family, Annie Patete, is believed to have had seven children and two stepchildren with three husbands, each of whom predeceased her. She was born in Italy in 1874 and came to the U.S. in 1898, marrying her first husband, widower Michael Bartimoccio of Louisville, in 1899. (Their daughter, Angelina, and her family would end up living at 1245 Grant for over fifty years.) Following his death, she married a member of the Lombardi family, and when he passed away, she married Michael Patete.

In 1922, Annie Patete purchased an entire block of downtown Louisville. Today, this consists of the 1100 block of Grant and Lincoln, bordered by Grant on the east, Lafayette on the north, Lincoln on the west, and Caledonia on the south. She purchased the property from Louisville

resident Jemima McHugh, who had acquired a number of lots in the Nicola Di Giacomo Addition. Annie Patete's children then built homes on the block. Besides 1245 Grant, which was the home of Angelina Bartimoccio D'Agostino, other houses on this block where Annie Patete's descendants lived were 1201 Grant (home of Annie's daughter, Nellie Inama); 1209 Grant (home of son Dominic Patete); 1237 Grant (home of granddaughter Anna D'Agostino); 1200 Lincoln (home of granddaughter Shirley Helart); and 1212 Lincoln (home of granddaughter Rose Marie D'Agostino). Another of Annie Patete's children, Annetta Patete, lived across Lafayette St. from 1245 Grant, at 1303 Grant. Even today, at least two of these houses are still owned by Annie Patete's descendants. Annie Patete died in 1938.

Annie Patete's daughter, Angelina, was born in Louisville in 1903 and for the most part grew up in her mother and stepfather's house on Front Street in Louisville. She married Louis (also stated as Luigi) D'Agostino in 1924. Born in about 1902 in France, he had just immigrated in 1922.

In 1927, Annie Patete conveyed Lot 83 et al, Block 4, which is the legal description of 1245 Grant, to her daughter and son-in-law, Angelina and Louis D'Agostino. The D'Agostinos later acquired additional lots on the block from Annie Patete (Lots 81 et al in 1933) and from Angelina's half-sister, Nellie Inama (Lots 87 et al in 1949).

The online County records give 1927 as the date of construction for 1245 Grant, which is believed to not be technically correct. The 1948 Boulder County Assessor Card for this property indicates that the house was "moved in" in 1927. This is an indication that it was relocated from another location in 1927, and that it would have been constructed earlier than that. (Many buildings in Louisville were relocated; an article on this topic from *The Louisville Historian* publication can be found at:

http://library.louisvilleco.gov/Portals/1/pdf/Louisville%20Historian/2011-4_Fall.pdf.) The D'Agostinos' daughter, Anna, confirmed to the current owners of 1245 Grant that the house was moved from a mine camp, and consisted of just four rooms at the time. The year 1927 would appear to be a reliable date for the move, given that Angelina and Louis D'Agostino became owners of the lots that same year.

Three years after the house was moved in, the 1930 census was taken and shows that the residents of 1245 Grant were Louis D'Agostino, a miner; Angelina D'Agostino; and their young daughters, Anna and Rose.

At the time of the 1940 census, besides Louis, Angelina, Anna, and Rose, other residents of the house were Angelina's half-sister, Annetta Patete, and another relative, James Copley. Louis was still working as a miner, according to the census records.

Louis and Angelina D'Agostino are particularly remembered for the poultry business that they operated behind 1245 Grant along Lincoln Avenue and what is now Lafayette Street. At that time, this area was the northwest edge of the town of Louisville, with open space and farms beyond it, and Lafayette Street had not yet been put in. Louis' daughter, Anna, has told the current owners of 1245 Grant that the harsh conditions in the coal mines and their effect on Louis's health led Louis to establish the poultry farm. Current Louisville residents recall that the business supplied fresh eggs to downtown Louisville restaurants such as the Blue Parrot for many years. Louisville directories from the 1940s and 1950s specifically list the D'Agostino family's poultry business.

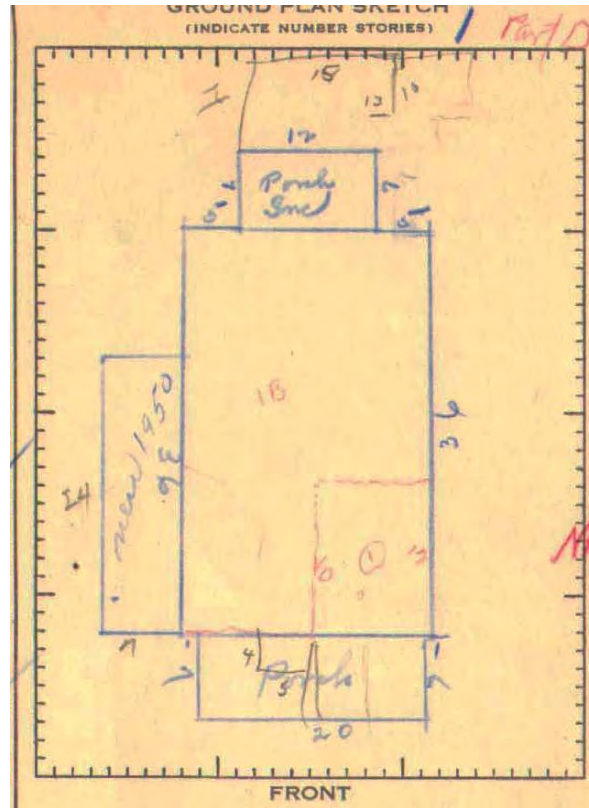
The D'Agostinos' daughter, Anna, and her husband, Glen, have stated to the current owner that some chicken coops were lost in a fire at one point, and that an underground furnace near the current garage location heated the house, chicken coops, and garage.

Louis D'Agostino died in 1982, and Angelina D'Agostino died in 1983.

(In the late 1940s, a house was built next door to 1245 Grant on lots previously owned by Louis and Angelina. Louis and Angelina gave the lots to their daughter, Anna, and her husband, Glen, upon Glen's return from World War II service, and Glen and Louis built the house. Also, the house of their daughter Rose Marie was located on this block, but on the other side, at 1212 Lincoln, in addition to the houses of other relatives who lived nearby.)

The following photo of the house and a ground layout sketch are from the Boulder County Assessor card that is dated 1948. It appears from notations on the card that the sketch's blue marks were made in 1948, the red marks in 1950, and the regular pencil marks in 1956.





The following two photos of the D'Agostino family's chicken coops on Lincoln Ave., behind 1245 Grant, are from a County Assessor card dated 1948. (Today, there are residences on the lots where the chicken coops were located.)



Landmark Designation Nomination Form

APRIL 2014

As you complete this form, please be aware it will become part of the meeting packet for the Historic Preservation Commission and Louisville City Council, as well as being available for public viewing on the City's web site.

DATE: June 5, 2014

LANDMARK APPLICATION TYPE:

☒ Individual Site/Building Landmark

☐ Historic District

NOMINATION MADE BY:

☐ Owner

☐ City Council

☐ Historic Preservation Commission

☒ Third Party

Name: Andy Johnson, DAJ Design

Address: 922A Main Street, Louisville, CO 80027

Phone: 303-527-1100

Email andy@dajdesign.com

Relationship to Owner: Architect

LOCATION OF PROPOSED LANDMARK:

Address: 1245 Grant Avenue

Property Address

Lots 83 and 84, Block 4, Nicola Di Giancomo Addition

Legal Description (Lot Number, Block Number, and Subdivision Name)

Property Name (Historic and/or Common, if known). Leave blank if you do not know.

Previous Addresses (if known) Leave blank if you do not know.

OWNER INFORMATION: *(For district applications, please attach separate sheet)*

Name: Cyndi & Ramsey Thomas

Address: 1245 Grant Ave, Louisville, CO 80027

Phone: 303-349-8399; 949-885-6982

TYPE OF DESIGNATION: *(Individual building or buildings, other structures, landscape feature, archaeological)*

Individual building

BOUNDARIES: *(Explain if different than the legal description of the property)*

CLASSIFICATION:

Category	Ownership	Status	Present Use	Existing Designation
<input checked="" type="checkbox"/> Building	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Occupied	<input checked="" type="checkbox"/> Residential	<input type="checkbox"/> National Register
<input type="checkbox"/> Structure	<input checked="" type="checkbox"/> Private	<input type="checkbox"/> Unoccupied	<input type="checkbox"/> Commercial	<input type="checkbox"/> Colorado Register
<input type="checkbox"/> Site			<input type="checkbox"/> Educational	
<input type="checkbox"/> District			<input type="checkbox"/> Religious	
<input type="checkbox"/> Object			<input type="checkbox"/> Agricultural	
			<input type="checkbox"/> Government	
			<input type="checkbox"/> Other	

SIGNIFICANCE:

Site/Building is over 50 Years Old and meets one of the following standards

- ☐ **Historic Landmark of Significance** – *must meet one (1) or more of the following criteria*

☒ **Architectural Significance:**

The property:

- exemplifies specific elements of an architectural style or period;
- is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
- demonstrates superior craftsmanship or high artistic value; represents an innovation in construction, materials or design; is of a style particularly associated with the Louisville area;
- represents a built environment of a group of people in an era of history that is culturally significant to Louisville;
- shows a pattern or grouping of elements representing at least one of the above criteria; or
- is a significant historic remodel.

☒ **Social Significance:**

The property is the site of a historic event that had an effect upon society; exemplifies cultural, political, economic or social heritage of the community or is associated with a notable person or the work of a notable person.

☒ **Geographic or Environmental Significance:**

The property enhances the sense of identity of the community or is an established and familiar natural setting or visual feature that is culturally significant to the history of Louisville.

- ☐ **Prehistoric or Archaeological Site** – The property has yielded, or may be likely to yield, information important in prehistory or history.

HISTORICAL INFORMATION:

Please attach a narrative of the historical significance of the property. Include a title search or city directory research if the property is important for its association with a significant person.

ARCHITECTURAL and PHYSICAL DESCRIPTION: This section can be left blank if you do not know the information. (Attach a separate sheet if needed)

Original date unknown; moved to location in 1927

Construction Date

Unknown

Architect / Builder

Wood frame construction

Building Materials

Bungalow

Architectural Style

Special Features / Surroundings

Describe any additions or alterations to the property:

The original 1927 house had two additions that occurred presumably in 1950 and 1956.

In 1950, a 24x36' addition was added to the south side of the original house. This was to expand the front living room and dining room. In 1956, an "L" shaped addition was added to the west side of the original house to contain an expanded kitchen and multi-purpose room with secondary entrances facing to the southern yard and to Lafayette Street. A carport was either added at that time or some time after 1956 on the north side of the house facing Lafayette Street. Also in 1956, the northern and central parts of the front porch were enclosed to include a 4x5' front entry and a 10x12' bedroom using some of the available main level floor area. The window was removed from the original NE bedroom to accommodate a new bathroom and closet. The window in the original NW bedroom was converted from vertically oriented window (presumably a double-hung window) to a horizontally oriented slider window.

REFERENCE LIST or SOURCES OF INFORMATION: (Attach a separate sheet if needed)

- "1245 Grant Ave. History" by the Louisville Historical Museum
- 1948 black-and-white photo of the house taken from Grant & Lafayette and included with the Boulder County Assessors office.
- Ground layout sketch from Boulder County Assessor card dated 1948, 1950, 1956.
- Existing field observations and measurements.

PHOTOS:

Please include photos of EACH ELEVATION of ALL BUILDINGS and STRUCTURES currently on the property.

If historical photos of the site are available they should also be attached.

(PLEASE SEE THE ATTACHED PHOTOS)

FOR OFFICE USE ONLY

Application Number _____

Date Filed with the Planning Department _____

Date Determined "Eligible" _____ Date Determined "Ineligible" _____

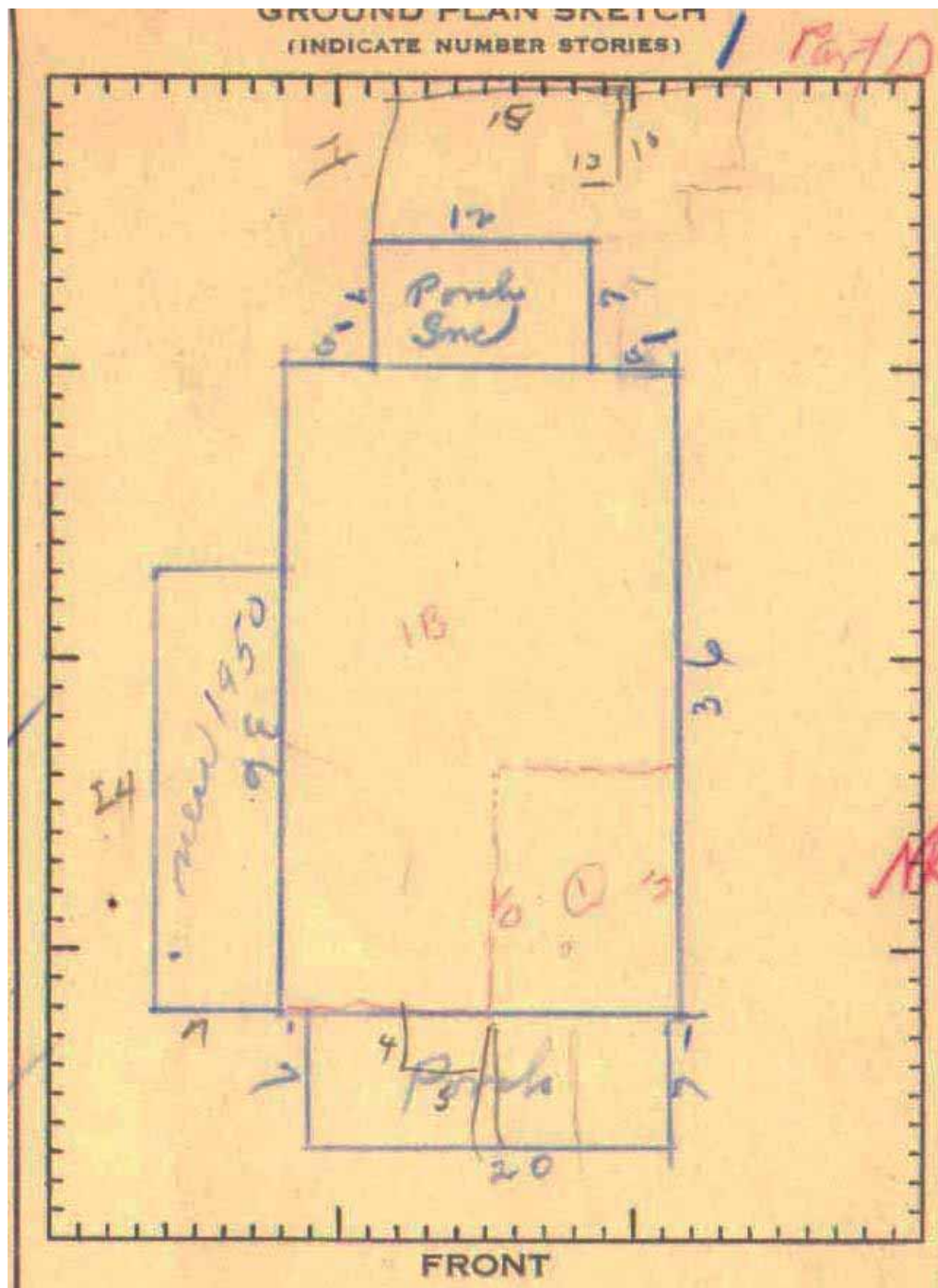
Application ☐ Approved ☐ Denied

HPC Resolution No. _____, Series 20_____,

CC Resolution No. _____, Series 20_____,

Date Recorded _____

BOULDER COUNTY ASSESSOR GROUND LAYOUT SKETCH





1948 BOULDER COUNTY ASSESSOR PHOTO



EAST ELEVATION (FACING GRANT AVENUE)



NORTH ELEVATION (FACING LAFAYETTE STREET)



WEST ELEVATION OF ORIGINAL HOUSE (FROM NORTH SIDE OF 1956 ADDITION)



WEST ELEVATION (FROM SW CORNER OF THE PROPERTY)



SOUTH ELEVATION FROM SIDE OF 1950 ADDITION



SE CORNER OF HOUSE TAKEN FROM GRANT AVENUE

August 13, 2014

TO:
City of Louisville, Planning Department
Ramsey & Cyndi Thomas, Owners

RE: Historic Structure Assessment - 1245 Grant Avenue

SUMMARY

Two inspections were conducted, including an inspection with a structural engineer, and the following are recommendations for the property:

The original house's architectural integrity is largely in tact compared to the house as it sits today as evidenced by photos of the house from the 1948 Boulder County Assessor's card.



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The house is in good condition and should be preserved and renovated to the historic design style (see photo above, c.1948). This would involve demolishing the room addition and front entry vestibule that encroaches on the north portions of the front porch, and restoring the front porch to its original design. The windows into the restored front NE bedroom would be replaced along with the wood trim and wall stucco. The 1x wood fascia should be removed from the gable-end barge rafters to reveal the original design detail. The angled side walls adjacent to the front step should be replaced, and the front concrete steps should be replaced to meet the current model building code. The front porch decking and bead-board ceiling is not original to the house and should be replaced to maintain a consistent look once the porch is restored to its original design.

The original floor joists supporting the main level are insufficient by today's standards. The floor has permanent deflection across the entire floor area and is bouncy when walking from room to room. The floors should be carefully bolstered with transverse

The windows are not original to the house, possibly replacing the originals in 1950 or 1956. Each are single pane, create severe condensation in cold weather, do not seal properly, and do not function properly or at all. All should be replaced with more energy efficient windows matching the original design intent. The house will also require increased attic insulation and added wall cavity insulation for better energy efficiency/building preservation.



A hand-drawn architectural sketch of a building's ground floor on graph paper. The drawing shows a central rectangular area labeled "10". To its left is a smaller rectangle labeled "36" vertically and "25 ft" horizontally. Above the central area is another section containing a small square labeled "12" and a larger rectangle labeled "Pondy Inc.". Dimensions include "18" at the top, "13" and "11" on the right side of the upper section, "27" and "6" below the "Pondy Inc." label, "36" on the right side of the main body, "20" at the bottom, and "9" and "1" near the bottom center. A red circle with the number "6" is drawn on the lower right part of the main rectangle. The word "FRONT" is written at the bottom center. There are handwritten notes like "I" and "II" and some scribbles in the corners.

The foundation under the original house and under the two additions to the house are comprised of a concrete stem wall over hollow clay tile blocks, bricks and rubble. All existing foundations were found to be inadequate to support a second story.

RAPID VISUAL SCREENING - EXISTING CONDITION ASSESSMENT**A1. Foundations/Basement**

Foundation is concrete stem wall poured over hollow clay tile blocks, bricks and rubble, and is in fair to good condition. Repairs need to be made to fill in cracks. Exposed soil along the foundation in the old basement coal shoot should receive a concrete wall to buttress against further soil loss. Grading should be addressed around the building to keep water away from the foundation. Foundation is adequate for the existing structure, but is not adequate for any additional floors.

A2. Floor Construction

Basement is concrete slab on grade and in fair but adequate condition. The main floor framing for the original house and additions is 2x6 wood framing, 24" spacing, with 1x3 plank sub-floor perpendicular to the joists. Floor framing is in fair condition with permanent deflection and feels "bouncy." Existing joists are sliced, sistered, and shored in multiple locations. The joists spans should be shortened by a system of transverse beams and adjustable pipe columns on existing concrete slab. Spliced joists should be replaced.

B2. Roof Construction

Roof structure is stick framed with 2x4 @ 30" spacing with 1x wood collar ties, 1x wood kickers bearing on interior wall, and 1x skip sheathing. Roof framing seems to be in good condition. 1x kickers and 1x collar ties should be replaced with 2x kickers and collar ties at every 2x4 rafter for building preservation.

B3. Roofing

Roofing is conventional asphalt-composition shingles, circa 2000, fair condition. Shingles appear worn and thin. Roof flashing at chimney penetration as gaps to the attic below, and should be repaired/replaced.

B3. Exterior Walls

Wall framing is 2x4 wood studs at 24" and 16" spacing with 1x wood skip sheathing or 1x wood shiplap siding. Stucco at original house in good condition. Asbestos siding at south and west additions: replace. Suspect no wall insulation.

B4. Exterior Windows

Original house has 1940's-1950's replacement windows - painted wood double hung and sliders, and stopped-in glass windows on the SE corner of south addition. Windows are of varying sizes, single pane, leaky, and non-operable in many locations. Bedrooms do not meet code egress requirements. Existing NW bedroom interior plaster and exterior stucco show indications of wider and taller original window opening, presumably (2) side-by-side double-hung windows. Replace windows to original design and to comply with building codes.

B5. Exterior Doors

Front door is painted wood, circa 1950, good shape. Back side door (south side) is new, fiberglass, 1/2-lite door in good shape. The back side door (north side facing Lafayette St) is painted wood retrofitted with a glass panel and in fair/poor shape: replace.

B6. Roof Openings

There are no roof openings other than the standard plumbing vents (kitchen and bath), furnace, water heater, brick chimney. See B3 Roofing for flashing issues.



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B7. Porches

Front porch has stucco guard walls with painted wood caps, composite decking, and concrete front steps. Front railings are inadequate and inconsistent: replace. Concrete steps are of uneven heights and do not meet code: replace.

B8. Exterior Trim/Ornamentation

Exterior siding of the original house is stucco and in good condition. Siding at south and west additions is composite siding containing asbestos. Painted wood trim, fascia, soffit. Painted T-111 is covering up foundation and run below grade. Wood trim and fascia paint is cracking and peeling, 1x fascia is covering up original 2x barge rafter with unique cut-out detail. Stucco patches at bedroom addition at front porch were done poorly but will go away with front porch renovation. Vine attachments to stucco needs to be cleaned up and painted. Composite (asbestos) siding is damaged and in poor condition. The asbestos siding should be removed and replaced with siding material consistent with the house - stucco to match existing is recommended. The T-111 should be removed. 1x trim should be removed from 2x barge rafters.

C1. Site Drainage

Site drainage is gradual from west alley to front (Grant Ave), and from house to north along Lafayette Street. Grading along south side is relatively flat and slope needs to be increased to the south. Gutters exist on all eaves. Gutters are pulling away from eaves in multiple locations: replace. Downspouts are direct burial and outlets are nonexistent or difficult to determine: replace with tip-ups or proper direct burial outlets.

OTHER ITEMS IN ADDITION TO THE STANDARD REPORT

Mechanical

Standard gas-fired forced-air furnace with A/C and humidification. Furnace is in relatively new condition. Ducts are unsealed in multiple locations or sealed with duct tape, and should have duct tape removed and sealed with brush on mastic sealant. It is recommended to make improvements, but not required.

Electrical

100 amp service outside, undersized. Wiring seems to all be updated Romex.

Plumbing

Supply lines are copper. Sanitary lines are cast iron run to PVC. Water heater is 40 gallon, circa 1998, replace soon. Hose bib locations have unsealed building penetrations and should be sealed.

Energy Efficiency

Attic insulation is 3" rock wool and cellulose insulation, and should be increased for added energy efficiency. Fiberglass batts in crawlspace floor are falling in multiple locations and should be put back in place and attached securely. There is no insulation at the rim joist location and should be insulated with blown-on closed cell polyurethane insulation to insulate and seal from air infiltration. Can't confirm all wall insulation, but its suspected that there is no wall insulation. Add blown-in cellulose wall insulation in existing walls. Seal all accessible building penetrations, especially at the foundation perimeter.

PHOTOGRAPHS



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East side (front)
facing Grant
Avenue.



East side (front)
detail of front
porch.



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Southeast corner of house showing the south 1950's addition and front porch.



Southeast corner of house showing the south 1950's addition and front porch.



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Northeast corner of house showing the front porch and front porch addition.



North side of house facing Lafayette Street.



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North side of
house facing
Lafayette
Street.



North side of
house facing
Lafayette
Street.



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North side of
house facing
Lafayette
Street.



North side of
house facing
Lafayette
Street.



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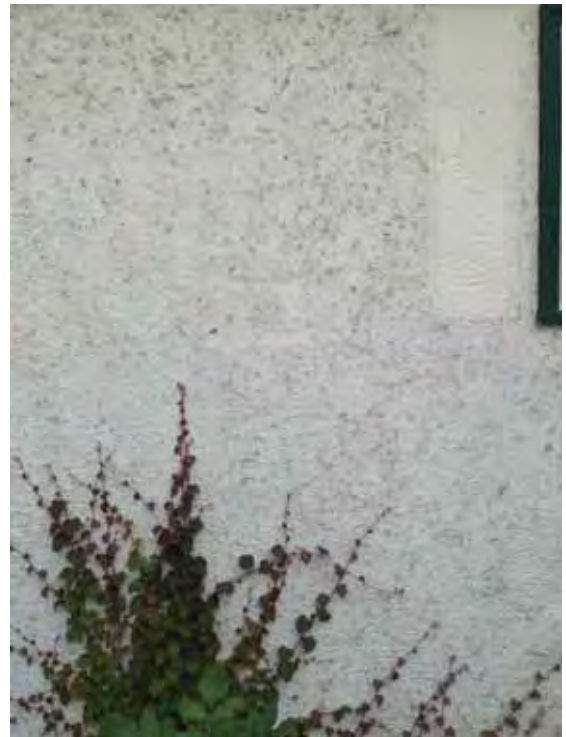
Front porch detail showing stucco, wood cap, exposed rafter tails, soffit, wood trim.



Detail of the painted wood front door.



Detail of the existing 2x barge rafter (shown from back) covered by 1x fascia.



Detail of stucco with remnants of vine attachments.



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NE corner of house along Lafayette showing T-111 siding covering foundation.



Double-hung window with aluminum storm window.



Slider window with aluminum storm window.



SE corner windows at south addition with asbestos siding.



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Detail of 2x barge rafter and gutter showing missing downpour. Peeling paint at barge and soffit.



Asbestos siding at west addition. Gutters falling off eaves.



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Attic insulation. 2x4
roof rafters.



Attic insulation. 2x4
roof rafters with 1x
kickers and occasional
1x collar ties.



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Existing floor reinforced with sliced 2x's.



Concrete stem wall over hollow core clay tile blocks.



Exposed soil along perimeter of foundation.



Exposed soil along perimeter of foundation at old coal shoot.



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Damaged composite (asbestos) siding to be replaced.



Outline of original window shape and size in existing NW bedroom.

Rapid Visual Screening		City: LOUISVILLE		A - New	C - Fair	Date: 8.13.14										
Existing Condition Assessment		Building: 1245 ARANT		B - Good	D - Poor											
DAJ DESIGN																
Item	Building Component	Reviewer	Components (Description)	Observations (Unusual)	Condition				Expected Life Span (Yrs)	Category (Issues)	Recommendations*	Approximate Cost*				
					A	B	C	D	New	5-10	10-20	20-30	Costs	Repair	Other	
A. SUBSTRUCTURE																
A1	Foundations/Basement															
	ORIGINAL 40'S ADD		CONC. STEM OVER CMATTLIE CONC. STEM OVER FOOTING	CRACKS, SETTUNG, EXPOSED DIRT UNDER FOUNDATION											FIX DRAINAGE @ PERIMETER; SHORE UP N. FOUNDATION	
A2	Floor Construction															
	BASEMENT MAIN		CONC. SLAB 1X3 LF OVER 2X6 @ 24"	SHORED, PERIM DEFLECTION, MISSED HANGERS											SHORED JUST SPANS W/ BEAMS; REPLACE SPUCED JSTS.	
B. SHELL																
B1	Roof Construction															
			2X4 STICK FRAME @ 30" O.C. OCCAS. 1X COGAT TIES; 1X SKIPP SHEATHING	1X KICKERS DOWN TO INT. BEARING WALL											REPLACE KICKERS W/ 2X4'S EA. RAFTER	
B2	Roofing															
			COMPOSITE SHINGLES OVER ASPHALT PAPER; CLOSED VALUES	SHINGLES APPEAR WORN; CHIMNEY FLASHING HAS GAPS											REPLACE SHINGLES IN 2-3 YRS; REPAIR FLASHING	
B3	Exterior Walls															
			2X4 STUDS @ 24"; TRUSS SUSPECT NO INSUL.	COMPOSITE SIDING CONTAINS ASBESTOS											OK ON FRAMING; REPLACE COMPOSITE SIDING; INSULATE WALLS	
B4	Exterior Windows															

		40'S REPLACEMENT DEL HUNAT'S SLIDERS; STOPPED-IN GLASS; VARIOUS SIZES; PAINTED WOOD	SINGLE PANE; DAMAGED; LEAKY; NOT CODE COMPLIANT; SLIDERS OPERABLE	X						REPLACE WINDOWS	
B5	Exterior Doors	Components (Description)	Observations (Structural)	Condition	Expected Life Span (Yrs)	Category (Severe)	Recommendations*	Approvals Conf.			
		FRONT DOOR, WOOD, HISTORIC BACK DOOR, FIBERGLASS, NEW, 1 1/2 LITE SIDE DOOR (LARGE ONE) PAINTED WOOD, GLASS PANEL REPAIR	REAR SIDE DOOR DAMAGED	XX			REPLACE SIDE DOOR				
B6	Roof Openings	Components (Description)	Observations (Structural)	Condition	Expected Life Span (Yrs)	Category (Severe)	Recommendations*	Approvals Conf.			
		NONE									
B7	Porches	Components (Description)	Observations (Structural)	Condition	Expected Life Span (Yrs)	Category (Severe)	Recommendations*	Approvals Conf.			
		FRONT PORCH; STUCCO GUARD RAILS W/ WOOD CONC. STEPS BAR; COMPOSITE DECKING; CONC. FRONT STEPS	UNEVEN HT'S TO GUARD RAILS	XX			REPLACE CONC. STEPS				
B8	Exterior Trim/Ornamentation	Components (Description)	Observations (Structural)	Condition	Expected Life Span (Yrs)	Category (Severe)	Recommendations*	Approvals Conf.			
		PAINTED CONC. STUCCO; ASBESTOS SHINGLES; VARIOUS PAINTED WOOD 1X TRIM	PAINT CRACKING & PEELING AT WOOD TRIM 1X FASCIA COVERING HIST. BARKER PAPER; POOR STUCCO PATCHES; T-III AT FOUND. TO DIRT; VINE ATTACHMENTS ON STUCCO	X STRUCTURE	X		REMOVE ASBESTOS SHINGLES; CLEAN & PAINT STUCCO; REMOVE T-III AND BARKER FOUND.				
C	Site										

C1	Site Drainage	Component (Description)	Observations (Unusual)	Condition	Expected Life Span (Yrs)	Category (Risk)	Recommendations	Approximate Cost
		DRAIN ALLEY TO FRONT; NORTH SIDE TO GARAGE; GUTTERS ON ALL SIDES W/ 2X3 GUTTERS	GUTTERS POULING; AWAY FROM FHE; MISSING AT ROOFSQUERS; DIRECT DRAIN DOWNSPUTS W/ NO OUTLETS	X			REPLACE GUTTERS & DOWNSPOUTS	
C	Site							
C1	Mechanical, Electrical, Plumbing, Energy	Component (Description)	Observations (Unusual)	Condition	Expected Life Span (Yrs)	Category (Risk)	Recommendations	Approximate Cost
	Mechanical	FORCED AIR, NO A/C W/	A FEW UNSEALED DUCTS; DUCT TAPE; NEW GAS FURNACE W/ HUMIDIFIER	X			REMOVE DUCT TAPE; SEAL W/ MASTIC	
	Electrical	UPDATED, ALL POMEK	100 AMP SERVICE	X			UPGRADE IF DOING ADDITION	
	Plumbing	COPPER TUBING 40 GAL WATER HEATER PVC SANITARY	HEATER FROM 1998; HOSE BIBS UNSEALED AT PENETRATIONS; COPPER MAIN	X			SEAL HOSE PENETRATIONS; REPLACE WATER HEATER	
	EVERY	3" ROCK WOOL ATTIC INSULATION NO INSUL. AT RUM BATT INSULATION IN WALL & ADDITION FR	THIN ATTIC INSUL; BATTS FALLING IN CRAWLSPACE; CAN'T CONFIRM WALL INSUL.	XX			ADD INSUL. TO ATTIC; INSUL RIMS W/ FOAM; REPLACE FALLING BATTS; INSUL. EXISTING WALLS	

September 5, 2014

To:

City of Louisville, Planning Department

Ramsey & Cyndi Thomas, Owner

RE: Structural Assessment of Historic Structure – 1245 Grant Avenue

Structural Summary:

We visited the residence located at 1254 Grant Ave, in Louisville, CO to observe and assess the existing structure. We were able to observe the foundation, main floor framing and roof framing during our visit. In addition, we discussed the historical background of the residence with Architect Andy Johnson and the owner. Below is a summary of our observation, including areas that may need future structural repairs.

We noted that the original foundation has been altered from a crawl space to include a basement. To accomplish this, additional masonry walls were added below the original stone foundation. It appears that the existing stone and masonry walls have adequately supported the house during its lifespan, and they are in fair condition. On the other hand, the construction technology available in the era that these foundations were built is considerably less sophisticated than modern construction practices. As a result, no engineering firm can reliably predict the future performance and longevity of the foundation.

There is a small room at the west side of the basement where the masonry walls were omitted, resulting in the stone foundation bearing on a vertical cut in the clay soils. It is our recommendation that new concrete or masonry walls be added in this room below the original stone foundation. New foundation support will help retain the original earth below the existing foundation and reduce the chance of future settlement.

The existing floor structure consists of original 2x6 floor joists and additional floor joists added at some point during the life span of the residence. It appears that the new joists were added to reduce the deflection of the floor. The main floor appears to have performed adequately during its life span; however there are signs of significant deflection near the center of the original house, and therefore the floor is not level. These items are common in buildings of this age. The construction is undersized compared to modern construction and floor performance expectations have changed considerably. It is our recommendation that the floor be reinforced near the center of the original house to help reduce the deflection. This can be accomplished with addition beams, columns and footings in the basement.



The existing roof structure appears to also have performed adequately to date, and is in fair condition. The construction is fairly typical for a building of this type and era. It consists of 2x4 rafters with collar ties and vertical struts. While observing both the interior and exterior of the building, we didn't see significant signs of damage or areas that are in need of immediate repair. However, during the life span of the building it appears that the overall footprint has been altered, resulting in the removal of at least one of the original exterior/bearing walls. Therefore, additional roof framing support may be needed in the future, to strengthen the roof framing. This may include additional collar ties, vertical struts and structural beams at the ceiling elevation which should be relatively straight-forward to install.

Lastly, it is our understanding that the front of the building is to be restored such that the front of the existing bedroom will be reconverted into a porch. From our observation we saw no reason why this could not be completed structurally. It appears that original porch framing is intact and once demolition and construction has commenced we can return to the site to determine if any structural repairs or new structural items are required.

After completing our observation we have concluded that the building is in fair shape for its age and type of construction. Buildings of this age will require on-going maintenance, repairs and possibly structural improvements if they are expected to perform adequately in the future. It is our recommendation that the owners address the foundation issue in the small room at the west side of the basement, the main floor deflection near the center of the house and that they continue to monitor the building's performance.

Please feel free to contact us with any further questions or concerns.

Sincerely,

Jesse Sholinsky, P.E.

Reviewed By:

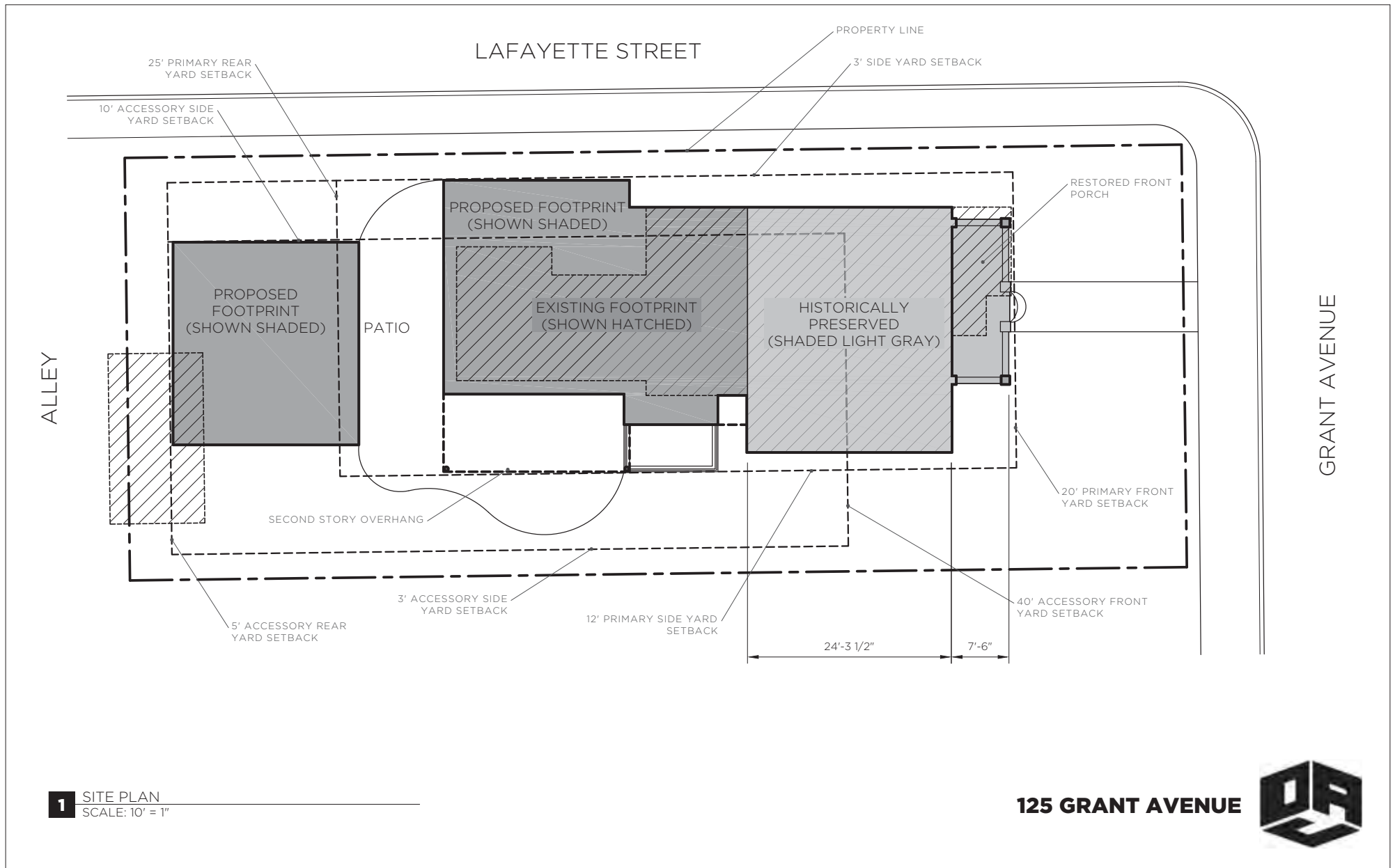
Glenn Frank, P.E.

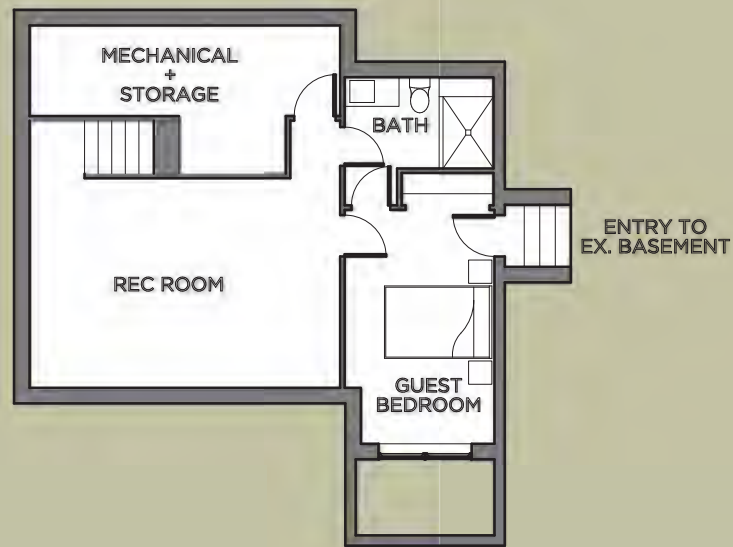


9-5-14



9-5-14





1 LOWER LEVEL
SCALE: 1/8" = 1'-0"

125 GRANT AVENUE





1 MAIN LEVEL
SCALE: 1/8" = 1'-0"

125 GRANT AVENUE

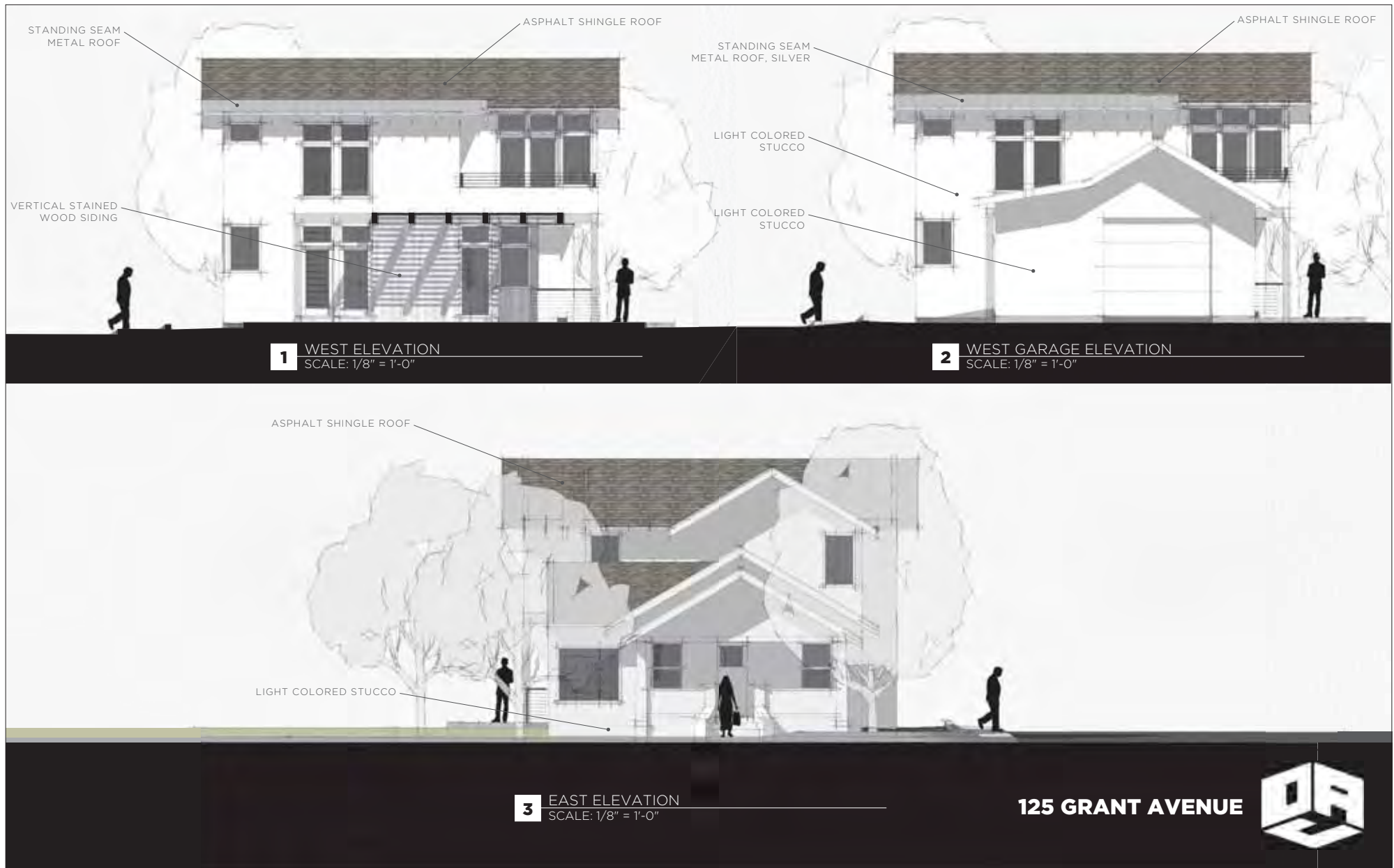




1 MAIN LEVEL
SCALE: 1/8" = 1'-0"

125 GRANT AVENUE









1 SOUTH EAST PERSPECTIVE

125 GRANT AVENUE





1 NORTH EAST PERSPECTIVE

125 GRANT AVENUE





1 NORTH WEST PERSPECTIVE

125 GRANT AVENUE





1 SOUTH WEST PERSPECTIVE

125 GRANT AVENUE





Historic Preservation Fund Application

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief.

1. OWNER/APPLICANT INFORMATION

Owner or Organization

- a. Name: Cyndi & Ramsey Thomas
- b. Mailing Address: 1245 Grant Ave, Louisville, CO 80027
- c. Telephone: Cyndi, (303) 349-8399; Ramsey, (949) 885-6982
- d. Email: CThomas@etkinjohnson.com, ramsey@rydendesign.com

Applicant/Contact Person (if different than owner)

- a. Name: Andy Johnson
- b. Mailing Address: 922A Main Street, Louisville, CO 80027
- c. Telephone: 303-527-1100
- d. Email: andy@dajdesign.com

2. PROPERTY INFORMATION

- a. Address: 1245 Grant Avenue

b. Year of construction or estimate: Unknown, moved to 1245 Grant in 1927

C. Is the building designated as a landmark or in an historic district? (local, state, or federal) If so, what is the name of the landmarked property: No

See attached "1245 Grant Ave. History."

D. Attach information on the history of the site, including old photos and social history if available.

See attached "1245 Grant Ave. History."

E. Primary Use of Property (check one): X *Residential*

 Commercial

3. PROJECT DESCRIPTION (Please do not exceed space provided below.)

Both "Focused" and "Flexible" grants of \$15,000 and \$5,000 are being requested for the preservation and restoration of the existing house at 1245 Grant Ave.

a. Provide a brief description of the proposed scope of work.

Restore the front porch to the original design, replace windows to match original design, replace composite siding, and restore trim, fascia and soffit. Paint exterior of house.

b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

Tom Preston, Greenbuilt, has been selected to carry out the work. Mr. Preston was selected to also build the proposed two-story addition. See the detailed descriptions below for the elements to rehabilitated or replaced.

c. Explain why the project needs rehabilitation grant funds now. Include a description of community support and/or community benefits, if any.

The existing house has a high degree of architectural integrity when compared to its original design, and is a great candidate for rehabilitation. The house is significant dating back to 1927 (and likely older), and represents building on what was the furthest reaches of original boundaries of downtown. The previous owners also owned much of the block, and behind 1245 Grant were chicken coops that supplied eggs to many of the downtown businesses and residents. The house was under the ownership of the same family for nearly 60 years. Descendants of the original home owner live next door 1245 Grant and are supportive of restoring the house to its original design.

4. DESCRIPTION OF REHABILITATION

Feature A	
<p>NAME OF ARCHITECTURAL FEATURE: <u>FRONT PORCH</u></p> <p>Describe feature and its condition:</p> <p>EXISTING PORCH HAS A FRONT ENTRY ADDITION AND AN EXTENSION OF THE NE BEDROOM OVER THE STRUCTURE OF THE ORIGINAL FRONT PORCH. THE DECKING IS COMPOSITE DECKING. THE ORIGINAL 2X BARGE RAFTER IS COVERED BY A 1X FASCIA.</p>	<p>Describe proposed work on feature:</p> <p>RESTORE THE FRONT PORCH TO ITS ORIGINAL DESIGN. REMOVE FRONT ENTRY AND BEDROOM EXPANSION ADDITIONS, AND RESTORE THE ORIGINAL ROOF LINE. REMOVE 1X FASCIA AND RESTORE ORIGINAL BARGE RAFTERS WITH CUT-OUT DETAIL. REPLACE ORIGINAL EAST WALL OF ORIGINAL NE BEDROOM WITH DOUBLE HUNG WINDOW ON THE EAST AND NORTH WALLS. REPLACE FRONT CONCRETE STEPS WITH CODE COMPLIANT STEPS MATCHING ORIGINAL DESIGN, INCLUDING THE WING WALLS WITH STUCCO AND PAINTED WOOD CAPS. RESTORE/REPLACE BEAD BOARD PORCH CEILING. RESTORE ORIGINAL WOOD SOFFITS AND EXPOSED RAFTER TAILS. REPLACE GUTTERS AND DOWNSPOUTS AT FRONT PORCH (AND ALL EXISTING HOUSE) EAVE LINES.</p>
Feature B	
<p>NAME OF ARCHITECTURAL FEATURE: <u>WINDOWS</u></p> <p>Describe feature and its condition:</p> <p>EXISTING WINDOWS PRESUMABLY REPLACED THE ORIGINAL WINDOWS IN 1950 OR 1956. MOST WINDOWS ARE DIFFICULT TO USE, INOPERABLE, SINGLE PANE, AND/OR EXTREMELY LEAKY. THE EXISTING WINDOWS ARE ENERGY INEFFICIENT.</p> <p>THE EXISTING WINDOWS ALSO DETRACT FROM THE ORIGINAL HISTORIC DESIGN, AND SHOULD BE REPLACED.</p>	<p>Describe proposed work on feature:</p> <p>REPLACE WINDOWS WITH NEW WINDOWS COMPATIBLE WITH ORIGINAL DESIGN. WINDOWS ARE TO BE OF DURABLE AND ENERGY EFFICIENT CONSTRUCTION, AND PROPOSED TO BE OF ALUMINUM-CLAD WOOD WINDOWS. WINDOWS DESIGNS ARE TO BE DOUBLE-HUNG OR DIRECT SET DEPENDING ON LOCATION (SEE DRAWINGS).</p>
Feature C	

<p>NAME OF ARCHITECTURAL FEATURE: <u>Composite Siding</u></p> <p>Describe feature and its condition:</p> <p>The additions from 1950 and 1956 were constructed using a thin composite siding. The siding contains asbestos, and is not compatible with the original design. The composite siding is in poor to fair shape with damage in multiple locations and should be replace rather than rehabilitated. There is no sense in replicating the mistakes of the past in restoring a building material that contains caustic, hazardous waste, or restoring a building material that is not compatible with the existing design, despite it being on a later addition.</p>	<p>Describe proposed work on feature:</p> <p>The composite siding is to be removed and replaced with a compatible siding material. The replacement siding material is to be stucco to match the existing stucco on the original house.</p>
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4. DESCRIPTION OF REHABILITATION (continued)

Feature D	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
Feature E	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
Feature F	

NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
--	------------------------------------

Please photocopy this sheet and attach copies if necessary.

5. COST ESTIMATE OF PROPOSED WORK

*Please provide a budget that includes accurate estimated costs of your project. Include an **itemized breakdown** of work to be funded by the incentives and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. **(Please reference this section in your contractor's bid attachment).***

Feature	Work to be Funded	Type and Amount of Incentive Sought	Applicant Cost
A.	(SEE ATTACHED CONTRACTOR BID)	\$	\$
B.		\$	\$
C.		\$	\$
D.		\$	\$
E.		\$	\$
F.		\$	\$
G.		\$	\$
H.		\$	\$
I.		\$	\$
J.		\$	\$
K.		\$	\$
	Subtotal Incentive Cost/Applicant Cost	\$	\$

Total Project Cost	\$
---------------------------	----

If partial incentive funding were awarded, would you complete your project?

☒ **YES**

☐ **NO**

GRANT FUNDS WILL DETERMINE THE EXTENT TO WHICH RESTORATION WILL BE FINANCIALLY VIABLE.

6. ADDITIONAL MATERIALS REQUIRED

The following items must be submitted along with this application:

- a. One set of photographs or slides for each feature as described in Item 4 "Description of Rehabilitation". Please label of each photograph with the address of your property and the feature number.
- b. A construction bid if one has been made for your project (recommended).
- c. Working or scaled drawings, spec sheets, or materials of the proposed work if applicable to your project.

7. Assurances

The Applicant hereby agrees and acknowledges that:

A. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.

B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.

C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.

D. All work approved for grant funding must be completed even if only partially funded through this incentives program.

E. Unless the conditions of approval otherwise provide, disbursement of grant or rebate funds will occur after completion of the project.

F. The incentive funds may be considered taxable income and Applicant should consult a tax professional if he or she has questions.

G. If this has not already occurred, Applicant will submit an application to landmark the property to the Historic Preservation Commission. If landmarking is not possible for whatever reason, Applicant will enter into a preservation easement agreement with the City of Louisville. Any destruction or obscuring of the visibility of projects funded by this grant program may result in the City seeking reimbursement.

H. The Historic Preservation Fund was approved by the voters and City Council of Louisville for the purpose of retaining the city's historic character, so all work completed with these funds should remain visible to the public.



Signature of Applicant/Owner

September 5, 2014

Date

Proposal

FROM:	Greenbuilt LLC	Page. No.	49
	624 Lincoln Ave.		
	Louisville, Co 80027		
	720-838-8086		

PROPOSAL SUBMITTED TO:

Name:	Thomas		
Phone:		Date:	9/4/2014
Street:	Grant Ave.		
City:	Louisville		
State:	Colorado	Zip:	80027

I propose to furnish all materials and perform all labor necessary to complete the following:

Rehabilitation of existing porch to its original state including:

Replace old wood and ceiling and decking and match to original and paint. \$8750.00

Demo existing bedroom and entryway and bathroom \$2800.00

Demo existing windows and replace with new aluminum clad windows. \$7950.00

Disposal costs. \$1400.00

Shore up existing floor joists where necessary \$3770.00

Patch existing stucco on porch where necessary and paint to match. \$1940.00

Abatement of existing asbestos siding approx. 400sqft. \$7200.00

Replace with new stucco. \$4200.00

Foundation repair and soils retainage where necessary. \$5000.00(this is a time and materials estimate and does not assume an accurate number. The price might be higher or lower depending upon the extent of repair necessary.)

All of the work is to be completed in a substantial and workmanlike manner for the sum of forty three thousand and ten Dollars (\$43,010.00). Payment to be made each two weeks as the work progresses to the value of one hundred percent (100%) of all work completed. The entire amount of the contract is to be paid within 15 days after completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized Signature		
----------------------	--	--

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which agrees to pay the amount mentioned in said proposal and according to the terms thereof.

Signature		Date

City Council – Public Hearing

1245 Grant Avenue

Landmark Request, Grant Request

Resolution No. 6, Series 2015

Resolution No. 7, Series 2015

A request to landmark the D'Agostino House at 1245 Grant Avenue.

A request for a \$20,000 in grant funding from the Historic Preservation Fund for restoration of 1245 Grant Avenue.

Prepared by:

Dept. of Planning & Building Safety



1245 Grant Avenue– Background



1245 Grant Avenue- Background



1245 Grant– Background

- Moved to the site around 1927
- Owned by the D'Agostino family until 1983
- Louis D'Agostino was a miner and ran a poultry farm adjacent to the house with his wife Angelina
- The house has several additions but the overall form has been maintained.

1245 Grant– Photos

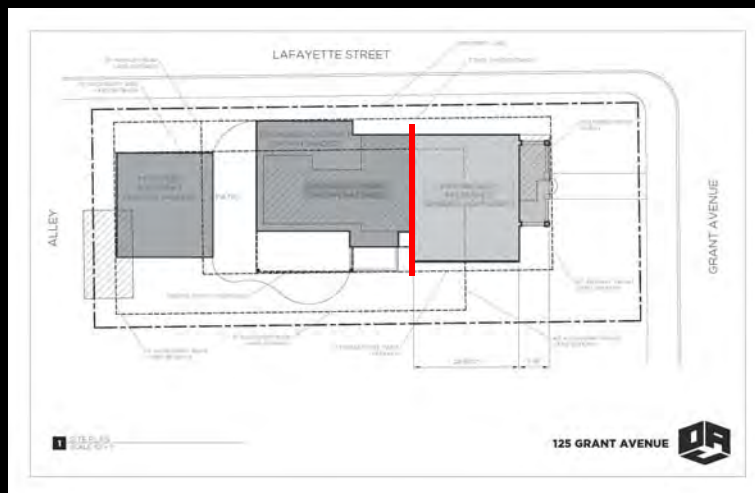


1948 Assessor's Photo



Current Photo

1245 Grant– Site Plan



- Landmark request is for the front portion of the house up to the red line.

Staff recommends approval of Resolution No. 6, Series 2015, designating the D'Agostino House a historic landmark, for the following reasons:

1. The house has retained significant architectural integrity.
2. The house has been associated with the D'Agostino family for over 60 years.

1245 Grant -Project

Grant Request

- Open and restore existing porch
- Replace existing windows
- Improve floor joists and repair foundation
- Replacement of composite siding and asbestos abatement



Current Photo

All project components are listed as priorities in Historic Structure Assessment.

1245 Jefferson– Grants

Item	Amount	Flexible	Focused	Match	Unfunded
Porch	\$13,490	\$1,000	\$4,750	\$4,750	\$2,990
Windows	\$7950	\$1,000	\$2,750	\$2,750	\$1,450
Foundation and Floor	\$8770	\$1,000	\$3,750	\$3,750	\$270
Siding	\$11,400	\$1,000	\$3,750	\$3,750	\$2,900
Disposal	\$1400	\$1,000			\$400
Total	\$43,010	\$5,000	\$15,000	\$15,000	\$8,010

Total Grant Request: \$20,000

Current balance of Historic Preservation Fund: \$814,715

1245 Grant -Recommendation

Staff recommends approval of Resolution No. 7, Series 2015, recommending approval of the Historic Preservation Fund grant for \$20,000.

SUBJECT: REVIEW AND ENDORSEMENT OF VISION AND PURPOSE FOR
PRESERVATION MASTER PLAN

DATE: FEBRUARY 3, 2015

PRESENTED BY: LAUREN TRICE, PLANNING AND BUILDING SAFETY
DEPARTMENT AND MARY THERESE ANSTEY,
HISTORYMATTERS, LLC

SUMMARY:

The City has begun work on the Preservation Master Plan for the historic preservation program. The City has a unique preservation program supported by a dedicated sales tax that has resulted in over 20 landmarks. However, the City has never had an adopted preservation master plan to guide the program. The 2013 Comprehensive Plan update called for the creation of such a plan to define the goals of the preservation program and map out how to achieve them. The study area for the project extends beyond Old Town and Downtown Louisville to the city limits. The plan will engage the community in a discussion of issues facing the historic preservation program including but not limited to: Louisville's period of significance, current historic preservation processes, future incentive programs, design guidelines and outreach to residents. The City is working with consultant, HistoryMatters, LLC, for an external review of the existing program and guidance on best practices to produce the plan.

This planning effort is divided into four phases: *vision, evaluation, goals, and implementation*. When complete, the plan will identify policies and implementation strategies to achieve the preservation goals identified by the participants. We are now at the culmination of the Vision phase of the project, and staff is seeking City Council endorsement of the Vision and Purpose statements. Staff is already underway with the Evaluation and Goals phases, with the next public meeting scheduled for March 11.

There were two main opportunities for public participation in the Vision phase: the EnvisionLouisvilleCO.com website and a public meeting held on December 3, 2014.

EnvisionLouisvilleCO.com

The City has partnered with MindMixer to operate www.EnvisionLouisvilleCO.com, which allows the public to share and discuss ideas related to historic preservation in Louisville. In December, staff posed two questions on the site. They were:

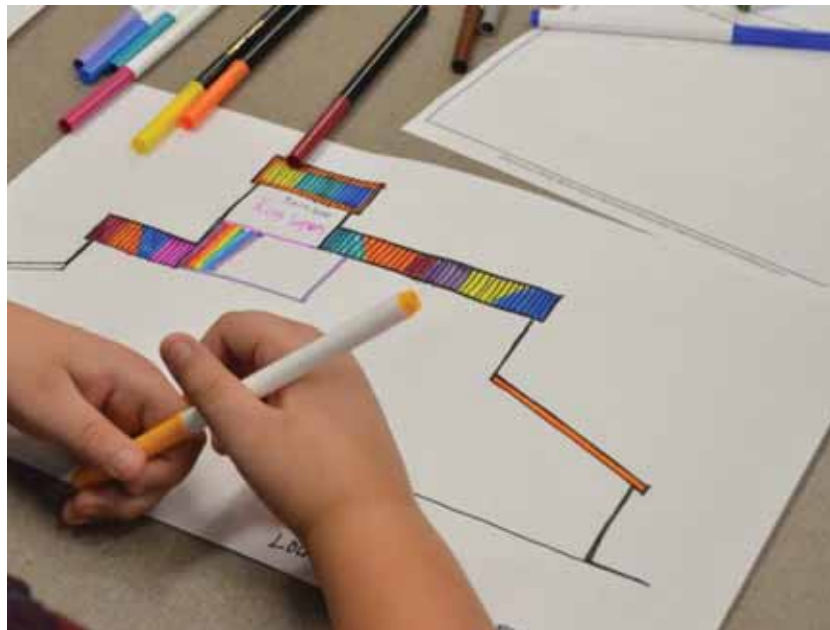
- ≠ What will historic preservation in Louisville be like in 20 years?
- ≠ What is the most important place in Louisville? (Upload a photo of your favorite building or site.)

The comments received are included as attachment #1. The comments included a discussion of what Louisville defines as historic and whether it should be more or less inclusive. Although not defined as historic, comments also included a strong connection to the trails and open space.

Public Meeting

On December 3, 2014, the City held a public kick-off meeting for the Preservation Master Plan. The meeting was attended by 25 adults and 16 children. At the sign in table, participants were presented with jars labeled with: history, design, architecture, community pride, current preservation program, property values, sustainability, outreach/education, economic development and other. Participants could put pom-poms in the jars labeled with the topics they were interested in talking about. The jars with the most pom-poms were history, design and architecture (attachment #2).

The children participated in the kick-off of the Junior Preservationist Program by designing new uses for old buildings, adding ideas to a Louisville architecture timeline, writing about their homes, and playing with a map of Downtown.



Junior Preservationist Program

The adult meeting included a presentation giving a general overview of the plan purpose and process (attachment #3), as well as three activity stations to elicit community input. The first activity station asked participants to mark 22 photographs of buildings in Louisville as important (green dots) and not important (red dots) (attachment #2). The photographs with the most green dots were the Wecker Farm just south of Community Park and the former church at 701 Grant. The photographs with the most red dots were the Chase Bank and Christ the Servant Church on Via Appia.



Activity Station #1

The second activity station had three chalkboards with the following prompts (attachment #4):

1. Louisville preservation is...
2. The goal for preservation should be...
3. In 20 years, preservation will be...

In response to the first prompt, many participants felt the existing preservation program was facing lots of challenges and could be stronger. There was also a focus on the importance of telling the story of Louisville. In response to the second prompt, the majority of the responses were focused on keeping Louisville's historic buildings and the importance of design. In response to the third prompt, participants felt that preservation in 20 years would be important, established and valuable.



Activity Station #2

The third activity station had three boards labeled: “This Works”, “This Needs Improvement”, and “I Don’t Know What This Is”. Each participant was given a sheet of labels with elements of the existing historic preservation program to put on the appropriate board. (attachment #5). The labels with the highest amount for the “This Works” board were Historic Landmark Plaques, Landmark Application, and Research of Historic Sites. The labels with the highest amount for the “This needs improvement” board were Education/Outreach and Design. The labels with the highest amount for the “I Don’t Know What This Is” board were Old Town Overlay Zoning Incentives and City ownership of historic buildings.



Activity Station #3

VISION AND PURPOSE:

The Vision and Purpose for the Preservation Master Plan was developed by the Historic Preservation Commission, staff and HistoryMatters, LLC based on the input received from the public. The existing language of the Comprehensive Plan was vital in the creation of the following Vision and Purpose statements:

Vision: The citizens of Louisville will retain connections to our past by fostering stewardship and preserving significant historic places. Preservation of these places reflects the authenticity of Louisville—its small town character, history, and sense of place, all of which make our community a desirable place to call home and conduct business.

Purpose: The purpose of the Plan is to guide Louisville's city-wide preservation program through the next 20 years.

FISCAL IMPACT:

None

HISTORIC PRESERVATION COMMISSION ACTION:

The Historic Preservation Commission has appointed subcommittees for each phase of the plan. The Vision subcommittee met on January 7th to develop the Vision and Purpose statements. The full Historic Preservation Commission reviewed the Vision and Purpose at the January 12th meeting and recommended the subcommittee meet again to finalize the language. The Vision subcommittee met on January 20th and

SUBJECT: PRESERVATION MASTER PLAN

DATE: FEBRUARY 3, 2015

PAGE 6 OF 6

produced Vision and Purpose statements endorsed by the full Historic Preservation Commission. At the first subcommittee meeting, one member of the public attended and recommended focusing on the strengths of the current program in the Vision statement. At the January 12th Historic Preservation Commission meeting there was no public comment regarding the Preservation Master Plan.

RECOMMENDATION:

Staff recommends City Council make any desired changes to the Vision and Purpose statements, then vote to endorse them.

ATTACHMENT(S):

1. EnvisionLouisvilleCO.com comments
2. Sign In and Station #1
3. Public Meeting Presentation
4. Station #2
5. Station #3
6. Presentation



Topic Name: Preservation Master Plan: Most Important Places in Louisville

Idea Title: Coal Creek Trail and all the other trails in Louisville are the most important place(s). They provide scenery, exercise, etc.

Number of Comments 2

Comment 1: important? of course. historic? Not so much -- construction began in 1990. | By Michael M

Comment 2: Sense of Place, Small Town Character | By Kevin P



Topic Name: Preservation Master Plan: Future of Preservation in Louisville

Idea Title: The truly historic structures downtown are already protected

Idea Detail: OLI (740 Front St.), Mercantile Building, Huckleberry, Casa Alegre are already protected and registered. Hard to come up with any other commercial structures of true historic merit in downtown. We need to guard against nostalgia standing in for historical merit.

Idea Author: Michael M

Number of Stars 5

Number of Comments 3

Comment 1: Sure, I plan to add my personal subjective picks on the "most important places" board, on this site, but I recommend a list be developed based on criteria - objective - by a comprehensive historic evaluation/ survey. Facts are always helpful in these matters! | By Peter S

Comment 2: I don't worry about buildings on the National Register (all but OLI in the list above). I wonder if you'd provide a list of the "numerous other structures which have historical merit"? In my view we've really stretched the "social significance" criteria in the past. | By Michael M

Comment 3: I agree all these structures have historical merit, however only one (the former OLI) is "protected" by local designation. The others are recognized (honorary) but have no protection. There are numerous other structures which have historical merit as well. We also need to guard against beauty or a "pleasing" aesthetic standing in for true historic merit- which is based on quantitative criteria and standards. | By Peter S

Idea Title: Today's Nostalgic is Tomorrow's Historic

Idea Detail: Keep in mind, not one building in Louisville was historic when it was first built or even 30 years after that. It became historic over time. So we need to look toward the future and preserve structures (at least in the Old Town area) that may currently just be nostalgic but will one day be historic. Hopefully we're not just talking about commercial structures either. Many homes along Main Street and nearby have great historical appeal (as well as nostalgic). On the other hand, there are a couple places that distract from the historic appeal. (I can only think of one on Main Street that really stands out.) It would be nice if, over time, we tried to remove or renovate the distractions. This should be viewed as a long-range plan rather than a



quick-fix.

Idea Author: Kevin P

Number of Stars 2

Number of Comments 1

Comment 1: Time doesn't turn nostalgia into history. Time just makes it old. We confuse nostalgia and history far too often in Louisville. | By Michael M

Idea Title: A less literal idea of "historic"

Idea Detail: In 20 years, I hope that Louisville will move to a less literal idea of historic preservation based strictly on dates and ownership and to more of a historic "look and feel" throughout the city. I fear that the current incentives offered only to qualifying properties in Old Town are too narrow and benefit only a small number of people, thereby only impacting a very small number of (upper middle class to affluent) homeowners.

Idea Author: kristi G

Number of Comments 0

Idea Title: Stronger protections and design guidelines

Idea Detail: Very few historic structures in Old Town, including Main Street, are actually protected. In 20 years, with luck, there may be 50 or so landmarks, but the rest of Old Town will be scraped and replaced by oversized, out-of-character replacements. Many residential streets downtown are already devastated, and this will continue unless city leaders have the courage to enact real protections for historic structures and design guidelines for replacement structures.

Idea Author: Michael K

Number of Comments 0

3 December 2014 Public Meeting **Selected Results**

Sign-in Table: “Tonight, I came to talk about...” (Puff Balls)

Ranking	Topic/ Jar	Number of Balls
1	History	20
2	Design	18
3	Architecture	17
T4	Community Pride	16
T4	Current Preservation Program	16
T5	Property Values	15
T5	Sustainability	15
6	Outreach/ Education	14
7	Economic Development	10
8	Other	4

Station #1: “This Place Matters” (Green/ Red stickers on posters)

Photo #	Green – Most Important		Red- Least Important		Most Important Ranking (Top 6)	Least Important Ranking (Top 6)
	Votes	%	Votes	%		
1	1	5	19	95		2
2	9	100	0	0		
3	1	6	16	94		5
4	13	72	5	28	6	
5	7	54	6	46		
6	7	37	12	63		6
7	19	95	1	5	2	
8	14	100	0	0	5	
9	5	100	0	0		
10	9	53	8	47		
11	19	100	0	0	T1	
12	11	92	1	8		
13	2	7	27	93		1
14	10	71	4	29		
15	19	100	0	0	T1	
16	18	90	2	10	4	
17	18	100	0	0	3	
18	3	33	6	67		
19	1	9	10	91		
20	0	0	17	100		4
21	4	50	4	50		
22	7	27	19	63		3





16



17



18



19



20



21



22





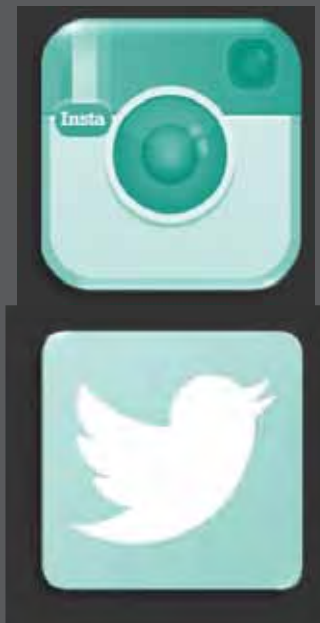
city wide preservation master plan

public meeting

wednesday, december 3rd, 2014



Introduction of staff and volunteers



Follow @plan4loco
Use #preserve4loco



Introduction to Preservation Master Plans

Dr. Mary Therese Anstey
Principal, HistoryMatters LLC





Architecture
Community Pride
Design
Economic Development
Existing Preservation Program
History
Outreach and Education
Property Values
Sustainability



Preservation Master Plan



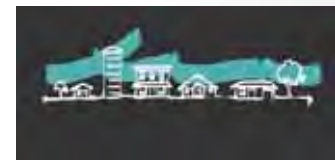
Answers key questions:

- Why is historic preservation important?
- Which resources are worthy of preservation?
- Which approaches have been applied in the past or are in place now?
- Which approaches will be used in the future?
- How are approaches to be prioritized for implementation?



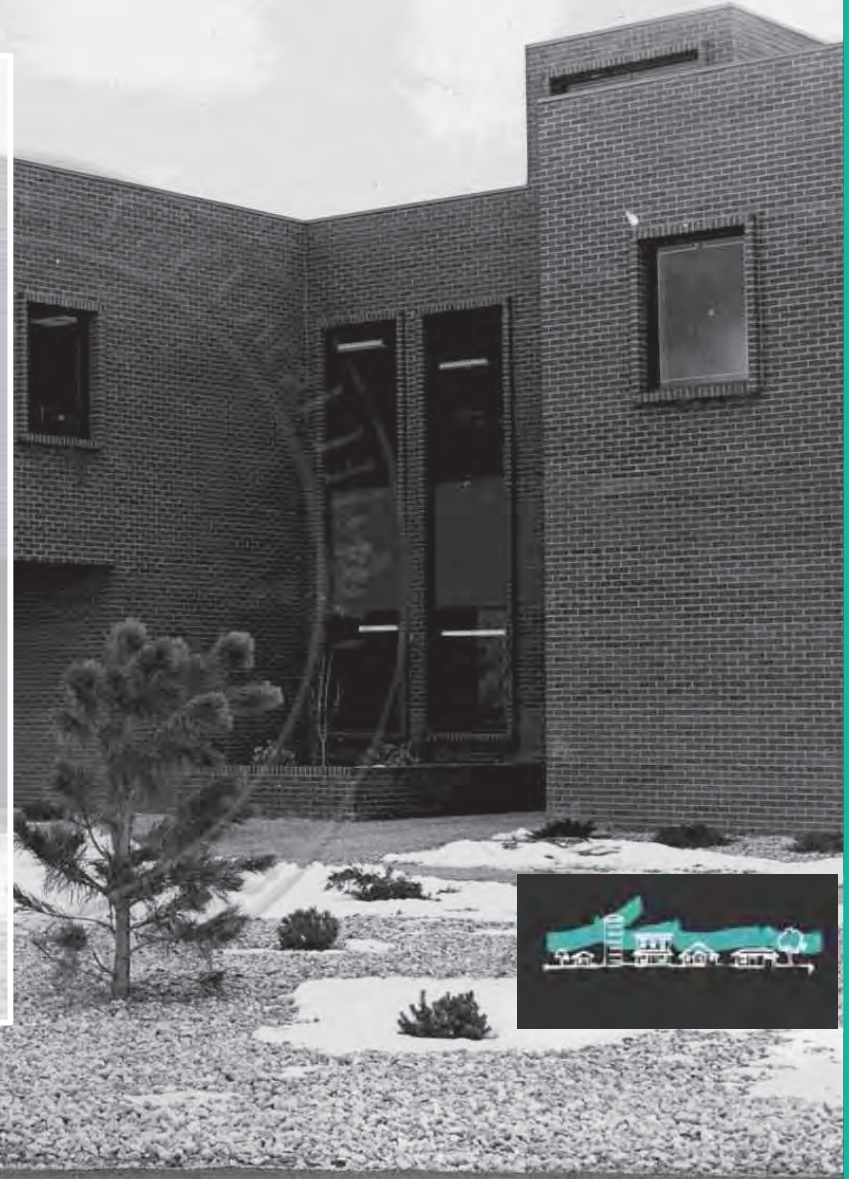
Why is Louisville Creating a Preservation Master Plan?

- Established program, yet has operated without the benefit of a Preservation Plan
- 2013 Comprehensive Plan called for creation of Preservation Plan
- Importance of Preservation Plan to Work in Conjunction with Dedicated Sales Tax



Preservation Master Plan Process

- November 2014-February 2015
→ Vision, Purpose and Need
- November 2014-January 2015 → Current Program Description and Evaluation
- March-April 2015 → Goal and Policy Setting
- April 2015 → Implementation Schedule
- May-June 2015 → Adoption



Public Participation

TONIGHT:

- 3 Activity Stations
- Discussion/Junior Preservationists

REST OF PROJECT:

- Mindmixer
- Customer Service Questionnaire
- Meetings with Various Boards
- HPC/ City Council meetings
- Review Draft Plan



Activity Stations



Discussion and
Junior Preservationists



Follow @plan4loco
Use #preserve4loco

Continue the discussion
www.envisionlouisvilleco.com

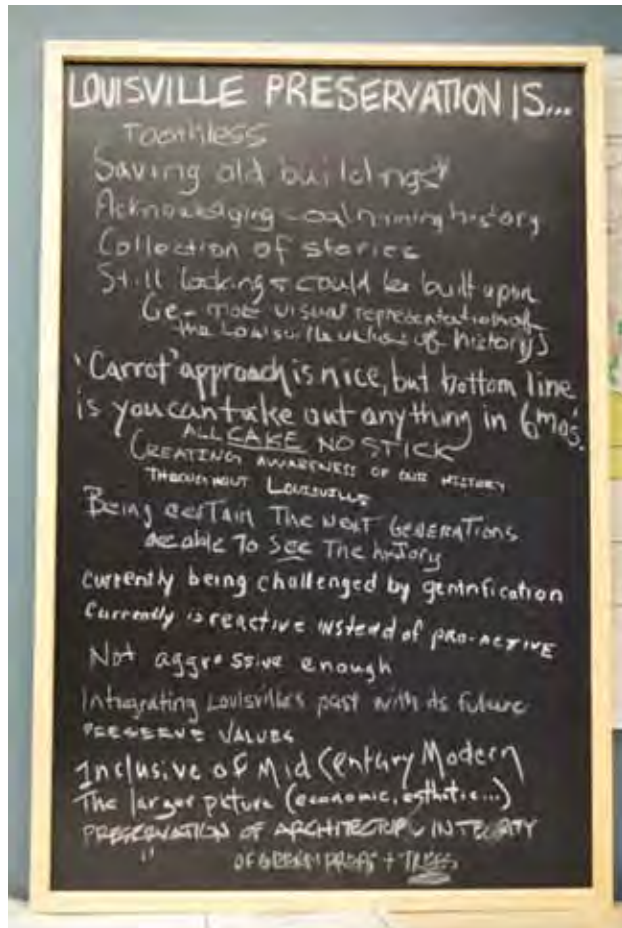
Questions/Comments?

Lauren Trice

laurent@louisvilleco.com | 303-335-4594



ACTIVITY STATION #2 | Preservation Master Plan | December 3rd Public Meeting

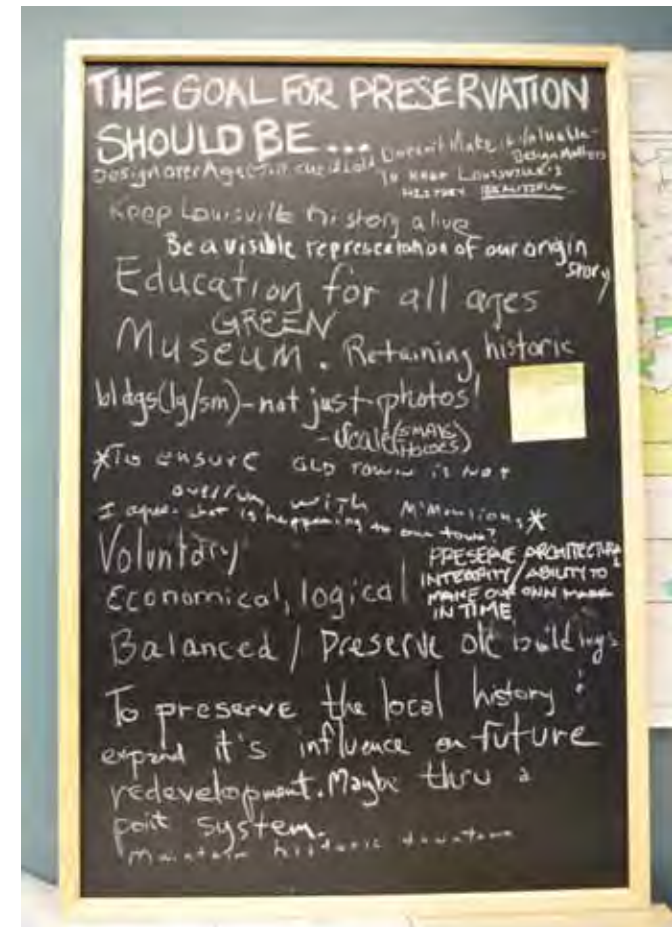


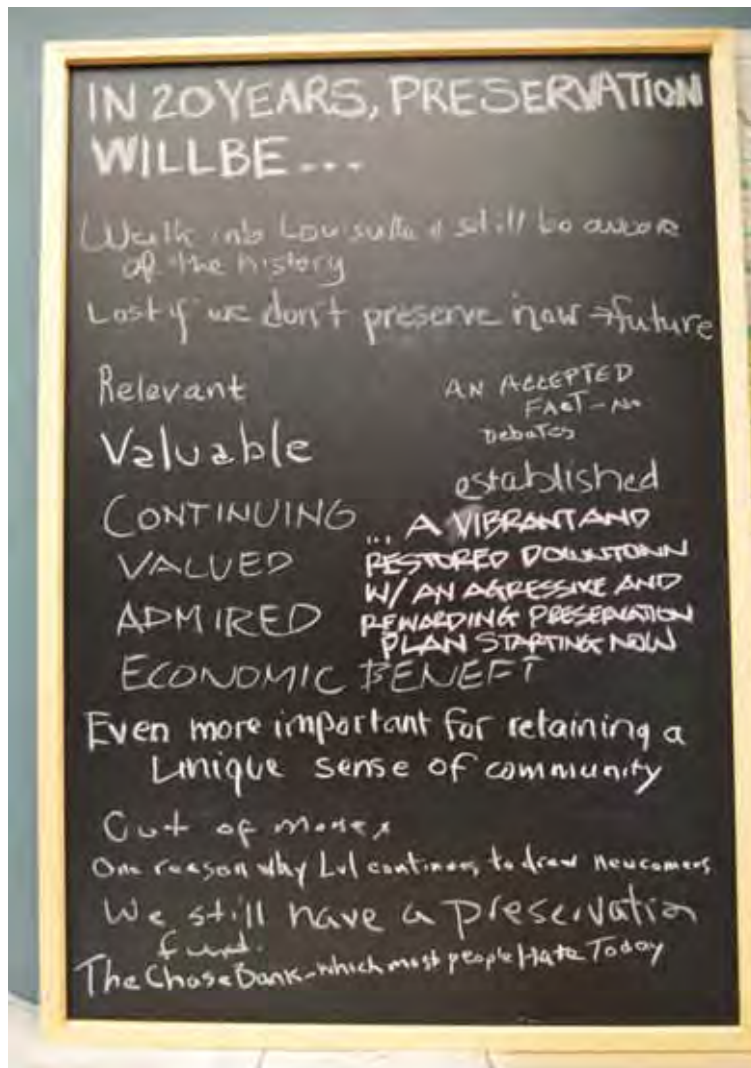
Louisville Preservation is...

- ≠ Toothless
- ≠ Saving old buildings *
- ≠ Acknowledging coal mining history
- ≠ Collection of stories
- ≠ Still lacking + could be building upon (ie- more visual representation of the Louisville values of history)
- ≠ 'Carrot' approach is nice, but bottom line is you can take out anything in 6mo's.
- ≠ All cake no stick
- ≠ Creating awareness of our history throughout Louisville
- ≠ Being certain the next generations are able to see the history
- ≠ Currently being challenged by gentrification
- ≠ Currently is reactance instead of pro-active
- ≠ Not aggressive enough
- ≠ Integrating Louisville's past with its future
- ≠ Preserve values
- ≠ Inclusive of mid-century modern
- ≠ The larger picture (economic, esthetic...)
- ≠ Preservation of architectural integrity
- ≠ Preservation of green areas and trees

The goal for preservation should be...

- ≠ Design over age (just cuz it's old doesn't make it valuable-design matters)
- ≠ To keep Louisville's history beautiful
- ≠ Keep Louisville history alive
- ≠ Be a visible representation of our origin story
- ≠ Education for all ages Museum
- ≠ GREEN
- ≠ Retaining historic bldgs (lg/sm)-not just photos!
- ≠ To ensure OLD TOWN is not overrun with McMansions
- ≠ I agree -what is happening to our town?
- ≠ Voluntary
- ≠ Economical, Logical, Balanced
- ≠ Preserve Old Buildings
- ≠ Preserve architecture integrity/ability to make our own mark in time
- ≠ To preserve the local history & expand it's influence on future redevelopment.
Maybe thru a point system
- ≠ Maintain historic downtown





In 20 years, preservation will be...

- ≠ Walk into Louisville + still be aware of history
- ≠ Lost if we don't preserve now → future
- ≠ Relevant
- ≠ Valuable
- ≠ Continuing, Valued, Admired, Economic Benefit
- ≠ An accepted fact – no debates
- ≠ Established
- ≠ ...a vibrant and restore downtown w/ an aggressive and rewarding preservation plan starting now
- ≠ Even more important for retaining a unique sense of community
- ≠ Out of money
- ≠ One reason why Lvl continues to draw newcomers
- ≠ We still have a preservation fund.
- ≠ The Chase Bank-which most people hate today

Preservation Master Plan | Public Meeting 1 | Station #3 - Process | City of Louisville, CO | December 3, 2014

Sticker	This Needs Improvement	Comments on stickers	This works	Comments on Stickers	I don't know what this is	Comments on Stickers	Total Stickers
Landmark Application	3		15	from a landmarked home :)	7	don't know if it works, not familiar with how process works	25
Demolition Review Process	12	Seems like there is a lot of crisis review/ is there "give away this house" info?	9		3		24
Approval of changes to landmarks	11		5		8		24
Historic Structure Assessments	7	Needs more instruction for content needed	11		5		23
Research of Historic Sites	5		15	Bridget does a great job, kudos to Bridget	4		24
Education and Outreach	15	Need more and better advertising/more please especially to broader community	5		4		24
Historic Preservation Commission hearings	8		12		4		24
Public Notice of HPC hearings	10	Visibility from street	12		2		24
Website	11		8	if we use it	3		22
Preservation and Restoration Grants	9		10		4		23
New Construction Grants	11		4		8		23
Design guidelines	13	!	7		4		24
Design assistance	10		8		6	who does this	24
Old Town Overlay Zoning Incentives	5		6		12		23
Historic Landmark Plaques	5		18		2		25
City ownership of historic buildings	3		6		12	which ones?, what! blds? Are they all landmarked?	21
Other:		Training for HPC members		people-citizens seem to care			
		Outdoor art representing history		walking tour brochure			
		Demo review after 3 months into demo deadline before its on the HPC agenda					

		more outreach to business owners					
		staff guidance with applications					
		clearer guidelines for grant funding					
		integration with other boards (BRAD,LSAB)					
		the money is not going out fast enough; better incentives for home owners/better assistance from staff					

Preservation Master Plan: Status Update and Vision & Purpose Endorsement

Dr. Mary Therese Anstey – HistoryMattersLLC
3 February 2015



December 3, 2014: Public Meeting

- **Attendance:** 15 kids, 26 adults
- **Active participation:** Stations and Discussion
 - Entry Station – “I’m Here to Talk About”
 - Station #1 – “Most and Least Important Sites” – green and red dots
 - Station #2 – “Chalkboards: The Future of Preservation in Louisville”
 - Station #3 – “What Works?” – stickers

Station #1

I'm Here to Talk About...

Property_Values
History
Economic_Development
Current_Preservation_Program
Architecture
Community_Pride
Design
Outreach/ Education
Sustainability

The attendees had balanced and diverse interests



Station #2

Most Important Sites



Station #3

Preservation in Louisville

Selected Answers

Louisville preservation is... saving old buildings, toothless, creating awareness, inclusive of mid-century modern, reactive rather than proactive, for future generations to understand history...

The goal for preservation should be... keep history alive; economical, logical, balanced; Old Town not overrun with McMansions; local history and expanding influence on redevelopment; education for all ages; "green"...

In 20 years, preservation will be... relevant, valuable, out of money, Chase Bank- most people hate it today, lost if we don't preserve now for the future, an accepted fact- no debates, still attracting newcomers to Louisville...

Station #4

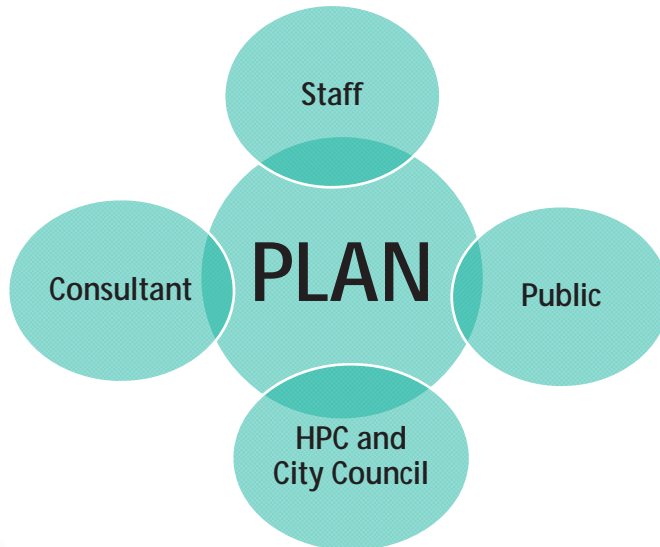
What Works?

Questions focused on the processes of the current Historic Preservation Program in Louisville

- **WORKS** → Landmark application, Research of historic sites, Landmark plaques
- **NEEDS IMPROVEMENT** → Education and outreach, Design guidelines
- **HUH, WHAT IS IT?** → Old Town Overlay Zoning Incentives, City ownership of historic buildings
- **OTHER** → Training for HPC, Outreach to business owners, clearer guidelines for grant funding, better integration between HPC and other boards

Ongoing Plan Work

Collaborative Approach



Preservation Master Plan Process

Schedule

- November 2014-February 2015
→ Vision, Purpose and Needs
- November 2014-January 2015
→ Current Program Description and Evaluation
- March-April 2015 → Goal and Policy Setting + **Second Public Meeting and City Council Study Session**
- April 2015 → Implementation Schedule
- May-June 2015 → Adoption

Vision & Purpose Endorsement

Comp Plan as Starting Point

Concepts and Language from Vision Statement

small-town atmosphere... The City strives to **preserve** and enhance the high quality of life it offers to *those who live, work*, and spend time in the community. Louisville **retains connections to the City's modest mining and agricultural beginnings**...while continuing to transform into one of the most *livable... communities....*

Vision & Purpose Endorsement

Comp Plan as Starting Point

Concepts and Language from the Core Community Values

A Connection to the City's Heritage - the City recognizes, values, and encourages the ***promotion and preservation of our history*** and cultural heritage, particularly our mining and agricultural past.

Vision & Purpose

The citizens of Louisville will retain connections to our past by fostering stewardship and preserving significant historic places. Preservation of these places reflects the authenticity of Louisville-- its small town character, history, and sense of place, all of which make our community a desirable place to call home and conduct business.

The purpose of the Plan is to guide Louisville's city-wide preservation program through the next 20 years.

**SUBJECT: POLICY ON OPEN SPACE AND PARKS FUND EXPENDITURES
AND RESERVE**

DATE: FEBRUARY 3, 2015

**PRESENTED BY: MALCOLM FLEMING, CITY MANAGER
JOE STEVENS, PARKS AND RECREATION DIRECTOR
KEVIN WATSON, FINANCE DIRECTOR**

SUMMARY:

Staff worked with the Open Space Advisory Board to develop for Council consideration a proposed policy on Open Space and Parks Fund Expenditures and Reserve. That proposed policy is as follows:

Proposed Policy

The Open Space and Parks Fund exists to provide funding for the City's Open Space and Parks system. Louisville voters in 1993 approved the taxes that provided revenue for this Fund and specified the revenue from those taxes could be used only for the acquisition of land in and around the City of Louisville for open space buffer zones, trails, wildlife habitats, wetlands preservation and future parks. In 2002 Louisville voters approved continuing the taxes for these same purposes as well as for the development, construction, operation and maintenance of such open space zones, trails, wildlife habitats, wetlands and parks. In 2012 Louisville voters approved continuing the taxes again for these same comprehensive purposes. In recognition of this history, the City Council's policy regarding these funds is as follows:

1. The City shall prioritize expenditures from the Open Space and Parks Fund to ensure there is sufficient funding to acquire properties on the City's Candidate Open Space ranking as they become available. Accordingly, the annual budget shall allocate funding as follows:
 - a. Sufficient funding to pay for the City's share (considering likely joint partners) of the total projected cost to acquire (either a real property interest or a conservation easement), if they come available, the current top three properties on the City's Candidate Open Space ranking.
 - b. If there are Fund reserves remaining after satisfying priority (a) above, those reserves may also be budgeted for acquisition of parks and for development, construction, operation and maintenance of open space zones, trails, wildlife habitats, wetlands and parks.
2. To ensure there are adequate funds to acquire properties on the City's Candidate Open Space ranking, the City shall:

- a. Maintain a year-end reserve balance in the Open Space and Parks Fund at least equal to an amount sufficient to cover the City's share (considering other likely joint partners) of the total projected cost of acquiring the three highest priority Candidate Open Space properties.
 - b. Project the cost indicated in section 2.a above by multiplying the total acreage of the three highest priority Candidate Open Space properties by a per acre value recommended by staff and the Open Space Advisory Board, based on a review of, among other things, the average per acre assessed value of agriculturally zoned land in and around the City of Louisville and recommendations from open space partners including Boulder County Open Space, City of Lafayette and others.
3. In the event City purchase of a Candidate Open Space property would cause the year-end reserve balance in the Open Space and Parks Fund to be lower than the amount specified in section 2 above, the City Council shall evaluate options and commit to a course of action and time frame to restore the reserve balance to the specified level. Those options may include:
 - a. Increasing General Fund, Capital Projects Fund, and/or other eligible transfers to the Open Space and Parks Fund and reducing General Fund or Capital Projects Fund resources available for other programs.
 - b. Securing a loan from Boulder County to jointly purchase a Candidate Open Space property or properties and repaying that loan over time with available Open Space and Parks Fund revenue.
 - c. Seeking approval of bonds to finance acquisition of Candidate Open Space property and paying the debt service with revenue from the Open Space and Parks Fund.
 - d. Delaying and/or reducing expenditures for development, construction, operation and maintenance of open space zones, trails, wildlife habitats, wetlands and parks.
 - e. Other options that Council may wish to consider.
4. Open Space and Parks Fund resources may be expended only for purposes clearly authorized by the most recently adopted ballot language and may not be expended to support the Recreation Center, Golf Course, Memory Square Pool or similar recreation facilities.

Calculating the Proposed Reserve.

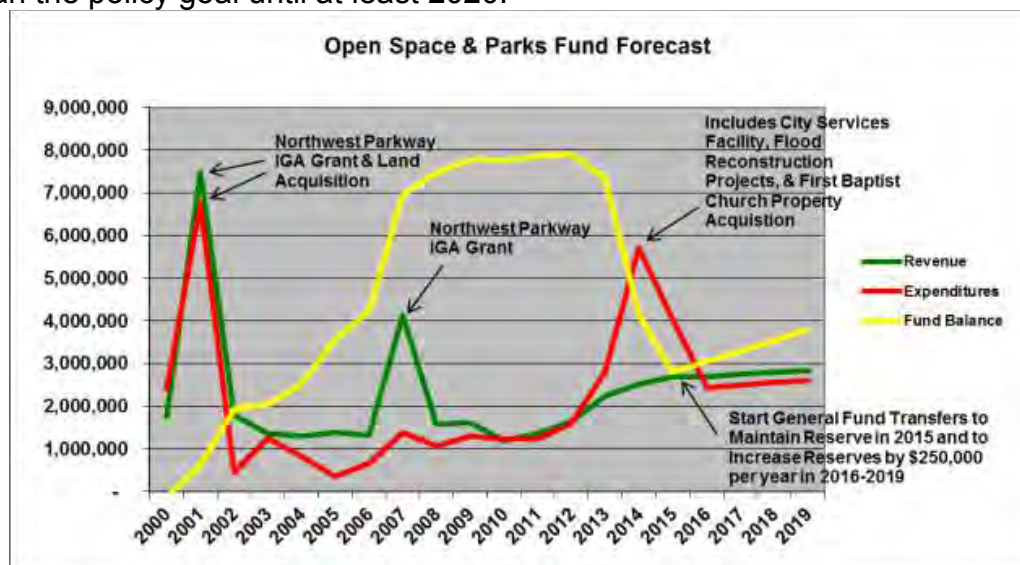
The top three Candidate Open Space properties include approximately 350 acres of land. Staff's preliminary estimate of the average per acre value of this land is \$45,000 per acre, with some properties having a higher value and some having a lower value. Some of these properties are adjacent to Lafayette and for that reason we expect to partner with both Boulder County and Lafayette to purchase those properties if they become available (with Boulder County contributing 50%, and Lafayette and Louisville

SUBJECT: OPEN SPACE AND PARKS FUND EXPENDITURES AND RESERVE**DATE: FEBRUARY 3, 2015****PAGE 3 OF 8**

each contributing 25%). Other properties are only adjacent to Boulder County and on those properties we expect to partner with Boulder County with the County and Louisville each contributing 50% of the total if those properties become available. The table below reflects these assumptions.

Calculating Open Space & Parks Fund Proposed Reserve					
Acres	Estimated Price/Acre	Total Price	Partners	Louisville's Share	
				\$	%
350	\$ 45,000	\$ 15,750,000	Boulder County & Lafayette, Boulder County	\$ 3,937,500	25%

Based on these assumptions, under the proposed policy the City should maintain a reserve of about \$4.0 million in the Open Space and Parks Fund. This amount would change based on changes in land value over time and on acquisitions; once the City and its open space partners have acquired larger Candidate Properties, the total acreage and value of smaller parcels would likely be lower and thus the proposed reserve balance to maintain could also be lower. With the 2015 budget and current forecast, illustrated below, the reserve in the Open Space and Parks Fund will drop to about \$2.8 million in 2015 and then gradually increase to about \$3.8 million in 2019.¹ Thus, under the current forecast the Open Space and Parks Fund reserve would be less than the policy goal until at least 2020.



¹ This increase reflects the following planned annual transfers from the General Fund to the Open Space and Parks Fund to cover projected costs and to provide an additional \$250,000 each year to build Fund reserves:

2015	2016	2017	2018	2019
Budget	Projection	Projection	Projection	Projection
\$ 570,120	\$ 639,327	\$ 551,765	\$ 735,463	\$ 820,108

FISCAL IMPACT:

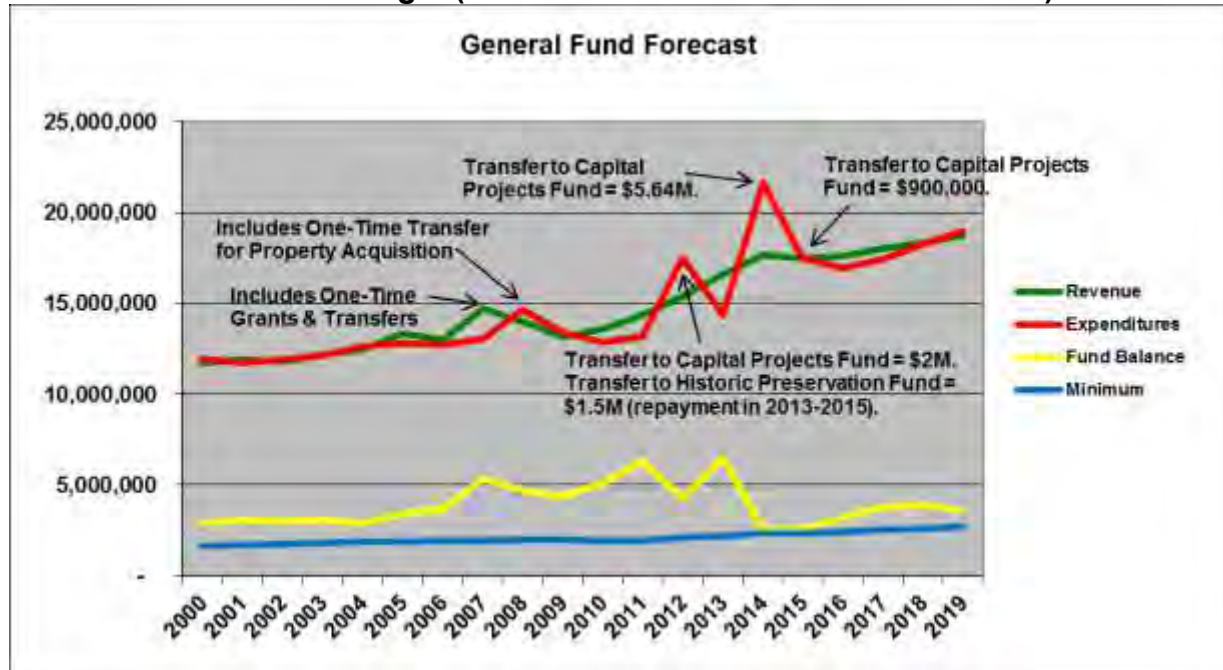
The proposed policy would set a specific dollar amount to maintain as reserves in the Open Space and Parks Fund, more clearly limit expenditures for specified purposes, and specifies in the event the year-end reserve balance in the Open Space and Parks Fund is lower than the target reserve, City Council shall evaluate options and commit to a course of action and time frame to restore the reserve balance to the specified level.

The Open Space and Parks Fund reserves would not satisfy the proposed policy until after 2019. One option to build a higher reserve in the Open Space and Parks Fund, while at the same time building the General Fund reserve, would be to instead of making transfers from the General Fund, as is planned under the current budget, transfer funds from the Capital Projects Funds to the Open Space and Parks Fund (since such funds may be spent on land acquisition, which is a capital expenditure). Under this approach, it would be possible to eliminate the General Fund “build reserve” transfers to the Open Space and Parks Fund, and instead provide a “build reserve” transfer from the Capital Projects Fund to the Open Space and Parks Fund in 2016 through 2019 in order to reach a reserve balance of \$4.0 million by 2019. This would involve the following transfers:

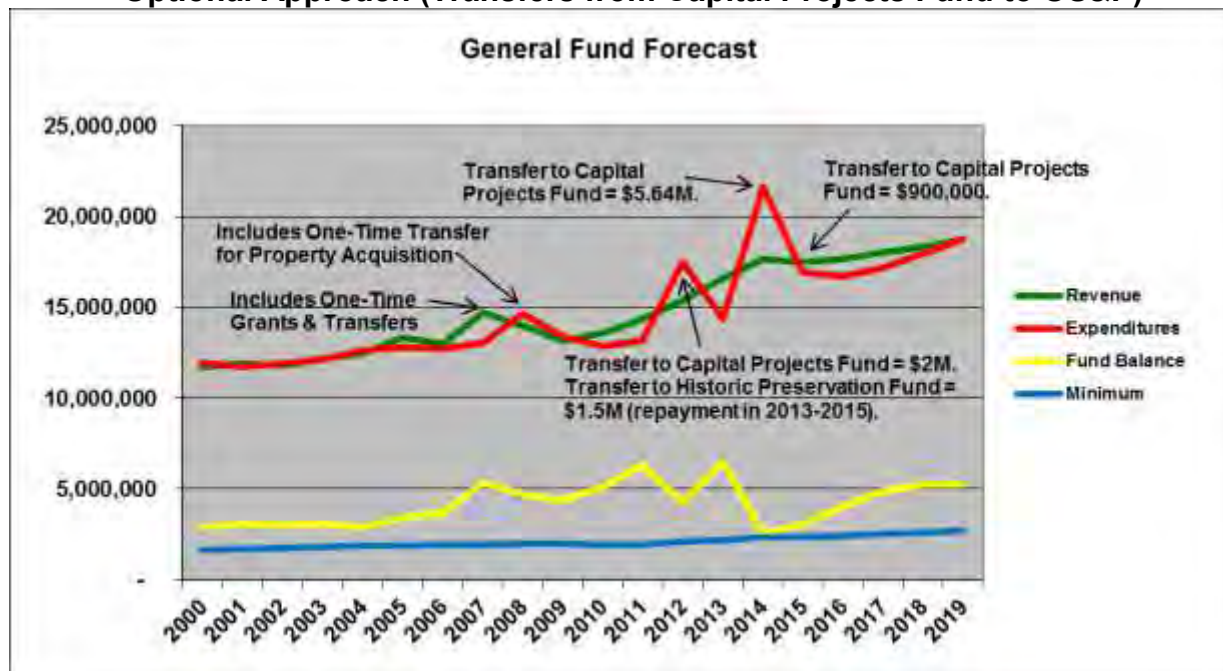
2016 = \$300,000
2017 = \$600,000
2018 = \$600,000
2019 = \$300,000

The following graphs compare and contrast the 2015 budget and current forecasts of revenues, expenditures and reserves in the General Fund, Capital Projects Fund and Open Space and Parks Fund under the current budget approach and the option described above.

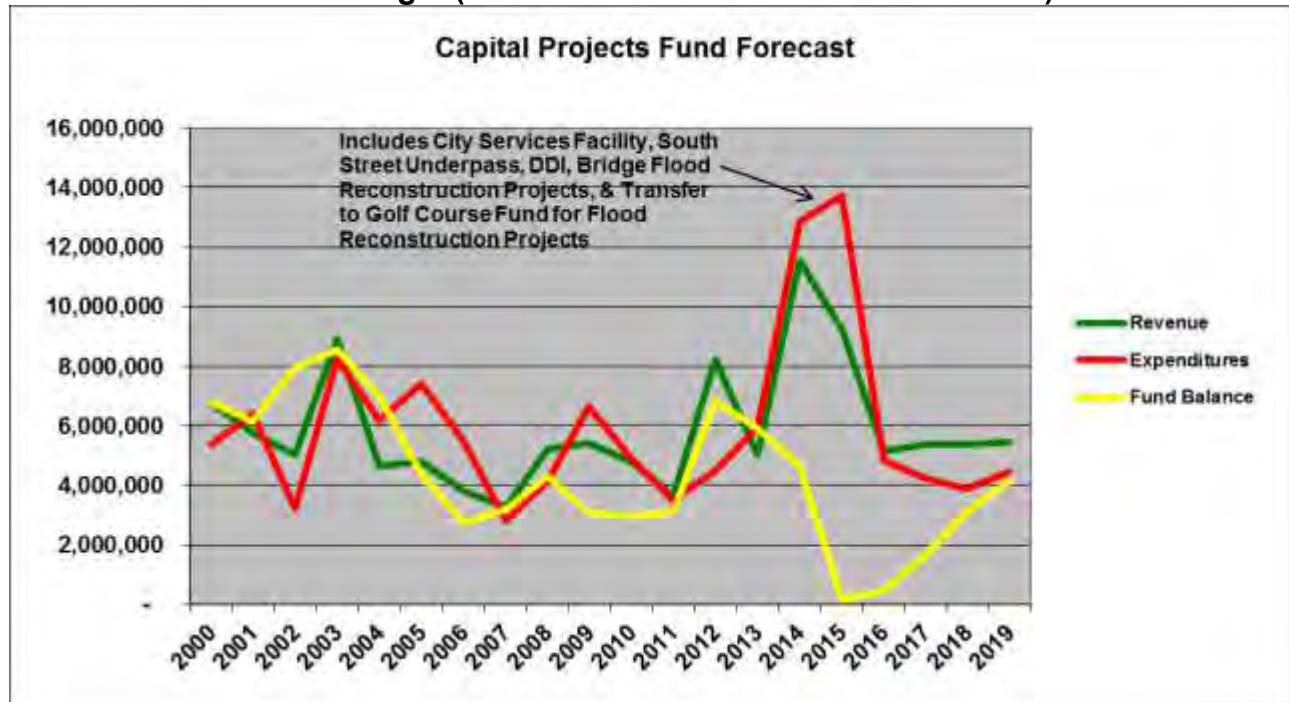
Current Budget (Transfers from General Fund to OS&P)



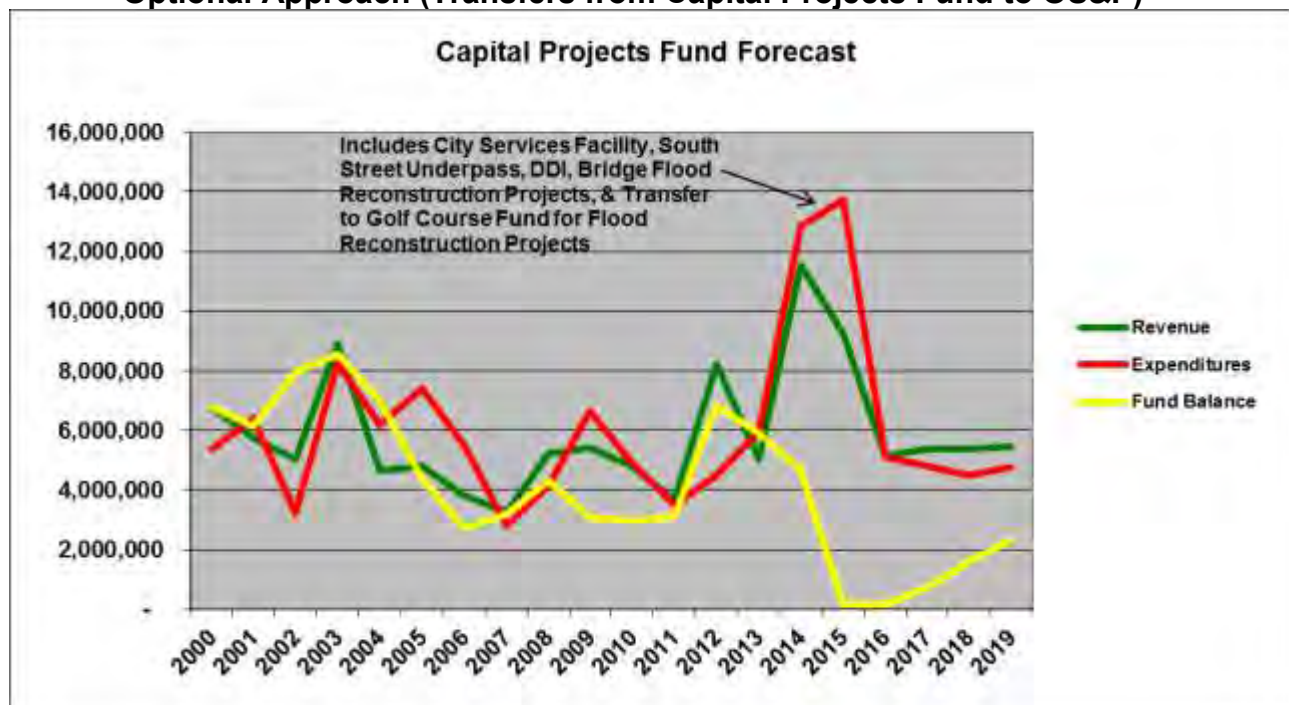
Optional Approach (Transfers from Capital Projects Fund to OS&P)



Current Budget (Transfers from General Fund to OS&P)



Optional Approach (Transfers from Capital Projects Fund to OS&P)

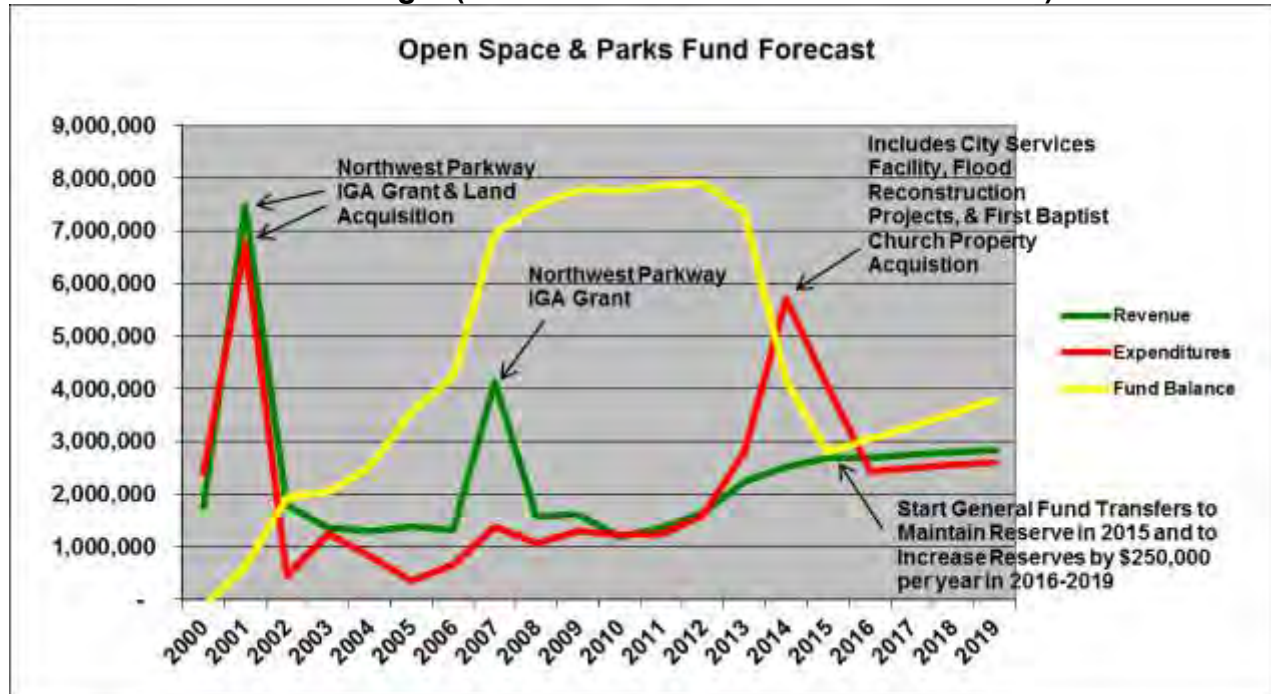


SUBJECT: OPEN SPACE AND PARKS FUND EXPENDITURES AND RESERVE

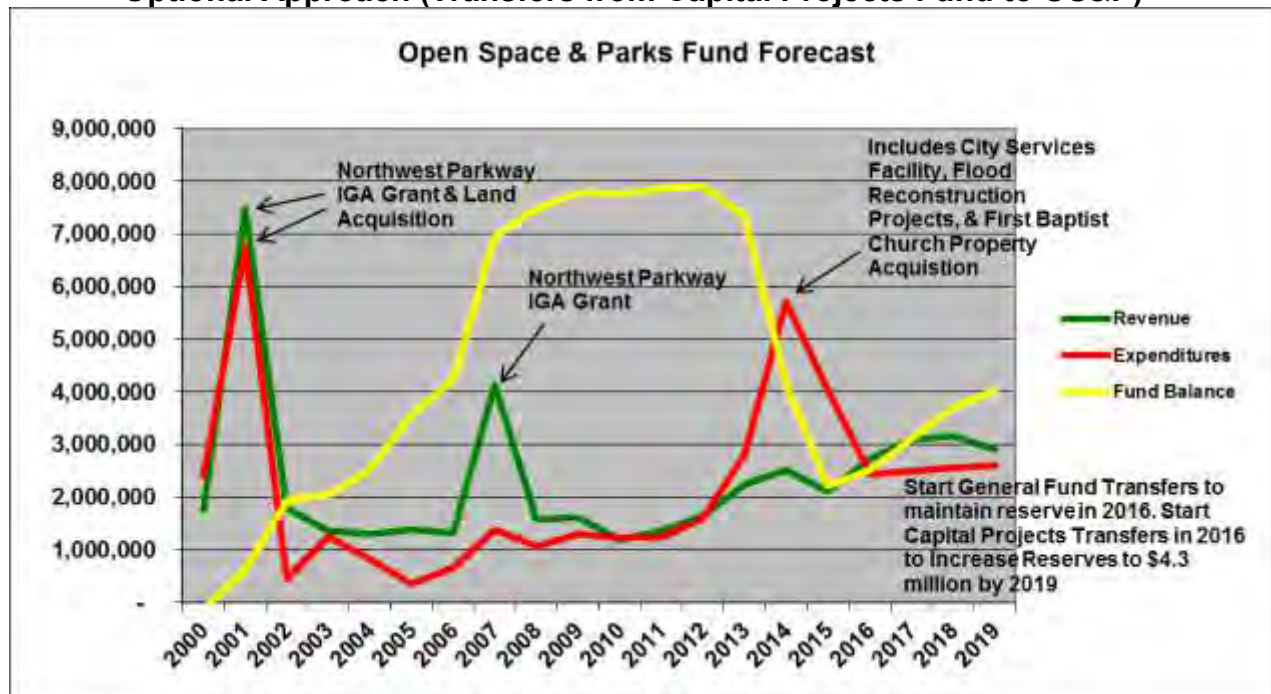
DATE: FEBRUARY 3, 2015

PAGE 7 OF 8

Current Budget (Transfers from General Fund to OS&P)



Optional Approach (Transfers from Capital Projects Fund to OS&P)



SUBJECT: OPEN SPACE AND PARKS FUND EXPENDITURES AND RESERVE**DATE: FEBRUARY 3, 2015****PAGE 8 OF 8**

As the graphs illustrate, the optional approach achieves a \$4.0 million reserve by 2019 and increases the General Fund reserve to \$5.2 million (almost 30% of expenditures) in 2018. This approach does have the negative impact of constraining reserves in the Capital Projects Fund. However, if it is necessary to fund high priority capital expenditures (beyond those already listed in the 2015-2019 Capital Improvements Program), it would possible to transfer up to \$2.0 million from the General Fund in 2017 and still maintain the minimum 15% General Fund reserve. All of these figures reflect current estimates and forecast assumptions of revenues and expenditures.

Annual tax revenue to the Open Space and Parks Fund is about \$1.6 million, not including transfers from the General Fund or other sources. However, annual operations and maintenance costs for all of the City's Open Space and Parks related activities (excluding land acquisition and capital outlay) is just over \$2.0 million annually. Consequently, it is necessary to either (A) continue transferring funds from the General Fund to the Open Space and Parks Fund to cover these expenses, (B) reduce parks and open space related expenditures, (C) ask Louisville voters to approve a tax increase to provide additional funding for parks and open space operations and maintenance, or (D) some combination of these alternatives.

RECOMMENDATION:

Staff asks Council to discuss and provide comments and direction on the proposed policy. If Council is interested in the optional approach for building reserves, that can be implemented through the 2016 annual budget process.

ATTACHMENTS:

None

SUBJECT: ORDINANCE NO. 1678, SERIES 2015 – AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO ALLOW FOOD TRUCKS, FOOD CARTS, AND MOBILE RETAIL FOOD ESTABLISHMENTS TO OPERATE AT THE COAL CREEK GOLF COURSE WITHIN A RESIDENTIAL ZONE DISTRICT – 1ST READING – Set Public Hearing 02/17/2015

DATE: FEBURARY 3, 2015

PRESENTED BY: TROY RUSS, AICP, PLANNING AND BUILDING SAFETY

SUMMARY:

On May 20, 2014, the Louisville City Council adopted Ordinance 1665, 2014, an ordinance amending Title 17 of the Louisville Municipal Code (LMC) to define food trucks, food carts, and mobile retail food establishments and adopt regulations addressing their allowed operations within Louisville.

With the adoption of the ordinance, all retail sales from food trucks, food carts, and mobile retail food establishments, except ice cream venders and retail sales associated with a permitted special event at the Arts Center at Memory Square Park, were prohibited in Residential Zone Districts.

Staff proposes this amendment to Title 17 of the LMC because the City's Coal Creek Golf Course, like Memory Square Park, is located within a Residential Zone District where, unlike Memory Square Park, food truck operation is prohibited. The proposed ordinance, if approved, would allow the City's Golf Course concessionaire to operate a courtesy cart (food truck) on the course as well as allow the City to use food trucks, food carts, and mobile retail food establishments, in the Golf Course parking lot for special events, like the Fourth of July.

AMENDMENTS TO TITLE 17

Staff proposes amending Section 17.16.180.A.7.a in the LMC to read as follows (words added are underlined, words removed are ~~stricken~~):

Sec. 17.16.180. Temporary uses.

A. *Permitted uses.* The following uses of land are permitted in specific locations in the designated zoning districts subject to the applicable regulations of the district in which the use is located, and subject to the following regulations:

7. Mobile Retail Food Establishments, mobile food vehicles and mobile vending carts:

- a. *Districts permitted:* Only public rights-of-way and public parks within non-residential zone districts by temporary use permit, except that ice cream vendors, mobile retail food establishments, mobile food vehicles and mobile vending carts ~~food trucks~~ contracted for private catered events, and mobile retail food establishments, mobile food vehicles and mobile vending carts ~~food trucks~~ associated with events reserved inside the Louisville Art Center in Memory Square Park are allowed to operate on public rights-of-way and public parks in residential districts. Mobile retail food establishments and mobile vending carts are allowed to operate in Coal Creek Golf Course in connection with its daily operations and ice cream vendors, mobile retail food establishments, mobile food vehicles and mobile vending carts are allowed to operate in the parking lot of Coal Creek Golf Course in connection with permitted special events occurring at Coal Creek Golf Course.

FISCAL IMPACT

The fiscal impact of amending the LMC to allow food truck operation at the Coal Creek Golf Course will have a negligible impact on the City's fiscal performance.

PLANNING COMMISSION ACTION

The Planning Commission held a public hearing January 8, 2015. The Planning Commission voted unanimously (7-0) to recommend the amendment to Title 17 be forwarded to City Council for consideration.

RECOMMENDATIONS

Staff recommends City Council approve Ordinance 1678, Series 2015 to allow food trucks, food carts, and mobile retail food establishments to operate at the Coal Creek Golf Course within a residential zone district on 1st reading and set the 2nd reading and public hearing for February 17, 2015.

ATTACHMENTS:

1. Ordinance No. 1678, Series 2015
2. Planning Commission minutes (January 8, 2015)

**ORDINANCE NO. 1678
SERIES 2015**

**AN ORDINANCE AMENDING TITLE 17 OF THE LOUISVILLE MUNICIPAL CODE TO
ALLOW FOOD TRUCKS, FOOD CARTS, AND MOBILE RETAIL FOOD
ESTABLISHMENTS TO OPERATE AT THE COAL CREEK GOLF COURSE WITHIN
A RESIDENTIAL ZONE DISTRICT**

WHEREAS, the City of Louisville is a Colorado home rule municipal corporation duly organized and existing under laws of the State of Colorado and the City Charter; and

WHEREAS, the popularity of food trucks, food carts and mobile retail food establishments has increased significantly in recent years; and

WHEREAS, the zoning ordinances within the Louisville Municipal Code (LMC) do not specifically allow food trucks, food carts and mobile retail food establishments to operate in any right-of-way, or public park, within residential zone district except for ice cream vendors, food trucks contracted for private catered events, and food trucks associated with events reserved inside the Louisville Art Center in Memory Square Park; and

WHEREAS, the City Council desires to allow food trucks, food carts and mobile retail food establishment to operate within a residential zone district at the Coal Creek Golf Course when associated with the daily operations of the golf course, or associated with a special event at the golf course; and

WHEREAS, after a duly noticed public hearing held January 8, 2015, where evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report dated January 8, 2015, the Louisville Planning Commission has recommended the City Council adopt the amendments to the Louisville Municipal Code set forth in this ordinance; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO, THAT:

Section 1. Section 17.16.180.A.7.a of the Louisville Municipal Code is hereby amended to read as follows (words added are underlined):

Sec. 17.16.180. Temporary uses.

A. *Permitted uses.* The following uses of land are permitted in specific locations in the designated zoning districts subject to the applicable regulations of the district in which the use is located, and subject to the following regulations:

7. Mobile Retail Food Establishments, mobile food vehicles and mobile vending carts:

- a. *Districts permitted:* Only public rights-of-way and public parks within non-residential zone districts by temporary use permit, except that ice cream vendors, mobile retail food establishments, mobile food vehicles and mobile vending carts ~~food trucks~~ contracted for private catered events, and mobile retail food establishments, mobile food vehicles and mobile vending carts ~~food trucks~~ associated with events reserved inside the Louisville Art Center in Memory Square Park are allowed to operate on public rights-of-way and public parks in residential districts. Mobile retail food establishments and mobile vending carts are allowed to operate in Coal Creek Golf Course in connection with its daily operations and ice cream vendors, mobile retail food establishments, mobile food vehicles and mobile vending carts are allowed to operate in the parking lot of Coal Creek Golf Course in connection with permitted special events occurring at Coal Creek Golf Course.

Section 2. If any portion of this ordinance is held to be invalid for any reason such decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part hereof irrespective of the fact that any one part be declared invalid.

Section 3. The repeal or modification of any provision of the Municipal Code of the City of Louisville by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portions hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED
PUBLISHED this _____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

APPROVED AS TO FORM:

Light, Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING this _____ day of
_____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

Planning Commission

Meeting Minutes

January 8, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

➤ Food Trucks Ordinance – Modification

Public Notice Certification:

Posted in City Hall, Public Library, Recreation Center, Courts, and Police Building and City website on December 22, 2014. Since it is a legislative action, Staff did no mailings. The legal posting will occur between first and second reading of City Council.

Conflict of Interest and Disclosure:

Pritchard has a disclosure. When the Food Trucks Ordinance was originally submitted involving the Downtown, he recused himself. On the Modification which involves the golf course, he wonders if the PC thinks he should continue to recuse himself. Tengler does not see a conflict given that effectively, the PC is extending the Food Truck Ordinance to the golf course.

Staff Report of Facts and Issues:

Russ presented.

Staff is proposing amending Section 17.16.180.A.7.a in the LMC to read as follows (words added are underlined):

- *Districts permitted:* Only public rights-of-way and public parks within non-residential zone districts by temporary use permit, except that ice cream vendors, food trucks contracted for private catered events, **and** food trucks associated with events reserved inside the Louisville Art Center in Memory Square Park, and food trucks associated with the daily operations of the Coal Creek Golf Course and permitted special events at the Golf Course are allowed to operate on public rights-of-way and public parks in residential districts.

The specific request is to allow the concessionaire to operative courtesy carts or food carts on the golf course. This was not included in the original food truck allocation because Staff did not think of this as the same correlated issue. We gave an exemption to Memory Square Park because it is a park tied to the Louisville Art Center in a residential zone district, so we specifically allow it to occur in the previous ordinance. We neglected to accommodate the golf course since it was closed due to the flood. The golf course will be reopening in Spring/Summer 2015 and want to operate the golf course to its full occupation. The specific amendment to Section 17.16.180.A.7.a adds food trucks associated with the daily operation of Coal Creek Golf Course and permitted special events at the golf course so they are allowed in a residential zone district within public owned parks or right-of-way. This would not allow food

trucks to operate in the parking lot. This would allow food trucks to operate in the parking lot when it is tied to a special event. They would have to get a Special Event Permit. The intent is to accommodate the Fourth of July celebration or other large City-sponsored events, not to compete with the golf course vendor or others. The day to day operations would be specifically tied to the golf course and the courtesy cart that operates within the course.

Commission Questions of Staff:

Tengler asks if there are any other spaces in Louisville that this might be appropriate to extend this ordinance.

Russ answers Staff was approached by some homeowner associations to allow commercial operation of food trucks associated with homeowner association parties. If it is a catered event, it is allowed; however, if they wish to operate as a commercial vendor, it is not allowed. Staff is suggesting to not address that particular concern.

Tengler asks about the golf course occasionally is rented out by various corporate groups for outings. Does this enable them to bring a food truck into the parking lot during one of the sponsored outings? It does not need to be a City sponsored event but a permitted special event. Russ says if it is a permitted special event request with the City Manager's office/ or the Parks and Recreation Department, then yes.

Moline asks about food trucks associated with the daily operations of the golf course. What is an example?

Russ says the courtesy cart that goes on the course with hot dogs, candy bars, and beer.

Russell discusses an event held at the high school on school property with food trucks. Is this a violation of policy or is it allowed.

Russ says that it was held on BVSD property in the parking lot.

Public Comment:

None.

Summary and request by Staff and Applicant:

Staff recommends that the Planning Commission approve.

Closed Public Hearing and discussion by Commission:

Russell, Rice, O'Connell, Moline, Brauneis, Tengler, and Pritchard have no comment.

Motion made by Tengler to approve Resolution No. 03, Series 2015 recommending to City Council approval of the Draft Ordinance, amending Title 17 of the Louisville Municipal Code to allow food trucks, food carts, and mobile retail food establishments to operate at the Coal Creek Golf Course within a residential zone district. Second by Brauneis. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Tom Rice	Yes
Scott Russell	Yes
Motion passed/failed:	Pass

Motion passes 7-0.